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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: CABRINI MEDICAL CENTER, Debtor.	Chapter 11 Case No. 09-14398 (AJG)
MANNUCCIO MANNUCCI, GUIDO PADULA, DILVA SALVIONI and ANGELO TARANTA Plaintiffs, vs. CABRINI MEDICAL CENTER, Defendant.	Adv. Pro. No. __________ **COMPLAINT**

Plaintiffs MANNUCCIO MANNUCCI, GUIDO PADULA, DILVA SALVIONI and ANGELO TARANTA (collectively, "Plaintiffs") hereby assert the following claims against defendant Debtor, CABRINI MEDICAL CENTER ("Cabrini" or the "Debtor"), and allege as follows:

Nature of the Action

1. This is an adversary proceeding under the Bankruptcy Code and the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et seq. ("ERISA"), to recover millions of dollars of Plaintiffs' ERISA deferred compensation benefits wrongfully looted by the Debtor. Because Plaintiffs' ERISA benefit funds were not owned by the Debtor – and were being held in separate accounts for the benefit of each doctor (designated as such by Cabrini) – those funds are not part of the Debtor's estate and should be returned in full to the Plaintiffs under Section 541(b)(7) of the Bankruptcy Code.

2. Plaintiffs are three physicians now in their 80s, and the widow of a physician, all of whom dedicated their lives and careers to medicine at Cabrini. Dr. Padula, Dr. Taranta, Dr. Salvioni, Mrs. Salvioni, and Dr. Mannucci are also referred to herein as the "Doctors." Each is a beneficiary of at least one ERISA deferred compensation plan into which Cabrini deposited thousands of dollars of the Doctors' compensation which was to be "deferred" until the Doctors retired and then paid out to them either by lump sum or according to a life-expectancy formula under the plans. Starting with deposits in the 1960s, the Doctors' funds grew in four segregated, funded, investment brokerage accounts, ultimately to millions of dollars. Each segregated account was either in the name of the doctor, or designated as "for the account of" each doctor.

3. In total disregard of its fiduciary duties to the Doctors under ERISA, Cabrini collected the Doctors' money, placed it in brokerage accounts in the Doctors' names for many years and then failed to distribute the money when the Doctors retired

according to the terms of the deferred compensation plans that Cabrini itself had drafted. Cabrini admitted this breach in a 1997 letter to each of the Doctors.

4. On information and belief, when Cabrini finally did begin making the yearly distributions, Cabrini made inadequate payments and stretched out the payments far beyond what the plan terms allowed, again in breach of its ERISA fiduciary duties.

5. As a result, Dr. Salvioni, who retired in 1980 and should have received all of his deferred compensation no later than 2000 (pursuant to the terms of his deferred compensation plan), died in November 2007 with Cabrini improperly having failed to pay him (and holding in his account) $619,455 of his deferred compensation. Instead of paying Dr. Salvioni the money in Dr. Salvioni's account, in 2006 and 2007 Cabrini looted Dr. Salvioni's account, effectively stealing his ERISA pension funds. His widow and beneficiary, Plaintiff Dilva Salvioni, has been battling in state court and bankruptcy proceedings since that time to recover the retirement money that he earned, which is governed and protected by ERISA.

6. Dr. Padula also retired in 1980 and should have received all of his deferred compensation no later than 2000 pursuant to the terms of his deferred compensation plan. Instead of paying Dr. Padula the money in Dr. Padula's account, in 2006 and 2007 Cabrini looted Dr. Padula's account, effectively stealing his ERISA pension funds totaling $265,833. Dr. Padula has been battling in state court and bankruptcy proceedings since that time to recover the retirement money that he earned, which is governed and protected by ERISA.

7. Dr. Taranta retired in 1995 and should have received all of his deferred compensation no later than 2007 and 92.3077% of his deferred compensation

by the time Cabrini began looting his account in 2006, pursuant to the terms of his deferred compensation plan. Instead of paying Dr. Taranta the money in Dr. Taranta's account, in 2006 and 2007 Cabrini looted Dr. Taranta's account, effectively stealing his ERISA pension funds totaling $1,298,724. Dr. Taranta has been battling in state court and bankruptcy proceedings since that time to recover the retirement money that he earned, which is governed and protected by ERISA.

8. Dr. Mannucci retired in 2000 and should have received all of his deferred compensation no later than 2010 and 60% of his deferred compensation by the time Cabrini began looting his account in 2006, pursuant to the terms of his deferred compensation plan. Instead of paying Dr. Mannucci the money in Dr. Mannucci's account, in 2006 and 2007 Cabrini looted Dr. Mannucci's account, effectively stealing his ERISA pension funds totaling $771,843. Dr. Mannucci has been battling in state court and bankruptcy proceedings since that time to recover the retirement money that he earned, which is governed and protected by ERISA.

9. By 2006, Cabrini failed to pay in excess of $2 million dollars of the Doctors' deferred compensation funds that were required to have been paid out years earlier under the respective deferred compensation plan terms. Having knowingly failed to distribute Plaintiffs' funds when Cabrini was required to, in November 2006, without Plaintiffs' authorization, and in flagrant breach of the respective deferred compensation plan terms and ERISA, Cabrini looted almost $2 million from Plaintiffs' deferred compensation accounts, which at that time were at Merrill Lynch.

10. In early to mid-2007, Cabrini cleaned out all of the remaining funds in Plaintiffs' accounts at Merrill Lynch. Thus, without Plaintiffs' authorization, from late

2006 to mid-2007, Cabrini improperly took a total of approximately $2,956,176 from Plaintiffs' deferred compensation accounts.

11. In October 2007, Cabrini admitted that it withdrew a total of $2,956,176 from the four Plaintiffs' deferred compensation accounts.

12. Plaintiffs here seek to recover their funds in full, which were not Cabrini's funds. Cabrini failed to distribute to Plaintiffs as required by their respective deferred compensation plans, and then in 2006 and 2007 stole such funds. Accordingly, such funds could never have lawfully passed into Cabrini's bankruptcy estate.

Jurisdiction and Venue

13. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §157, 28 U.S.C. §1331, and 28 U.S.C. §1334, because the claims asserted arise under the laws of the United States.

14. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

15. This adversary proceeding is commenced under 11 U.S.C. §541 and Rule 7001(1), (2), (7) and (9) of the Federal Rules of Bankruptcy Procedure.

16. Venue is proper in this district under 28 U.S.C. §1409(a).

The Parties

17. Plaintiff Guido Padula is a radiologist who was affiliated with Cabrini Hospital for many years until his retirement in 1980. Dr. Padula is a resident of New York, New York. He is currently 85. Dr. Padula is a participant and beneficiary of the Padula Deferred Compensation Plans (as defined below). During his employment with Cabrini, Dr. Padula served as Assistant Director of Radiology but was not part of the hospital's executive management nor was he a highly compensated employee. Dr. Padula did not have sufficient influence within Cabrini to negotiate compensation agreements that would have protected his interests without the protection of ERISA.

18. Plaintiff Dilva Salvioni is the widow of Daniele Salvioni, who died in November 2007. Mrs. Salvioni is a resident of Florence, Italy. Dr. Salvioni was the Director of Radiology at Cabrini from 1964 to 1993. He designated Mrs. Salvioni as his beneficiary under the terms of the Salvioni Deferred Compensation Plans (as defined below). During his employment with Cabrini, Dr. Salvioni served as Director of Radiology but was not part of the hospital's executive management. Dr. Salvioni did not have sufficient influence within Cabrini to negotiate compensation agreements that would have protected his interests without the protection of ERISA.

19. Plaintiff Angelo Taranta is a physician who was affiliated with Cabrini Hospital for more than two decades until his retirement in 1995. He served as the Director of Medicine for many of those years. Dr. Taranta is a resident of Oakland, California. He is currently 84. Dr. Taranta is a participant and beneficiary of the Taranta Deferred Compensation Plan (as defined below). During his employment with Cabrini, Dr. Taranta served as Director of Medicine but was not part of the hospital's

executive management. Dr. Taranta did not have sufficient influence within Cabrini to negotiate compensation agreements that would have protected his interests without the protection of ERISA.

20. Plaintiff Mannuccio Mannucci is a psychiatrist who was affiliated with Cabrini from 1974 until his retirement in 2000. He served as Director of the Inpatient Service from 1974 to 1981 and then Chairman of the Department of Psychiatry from 1981 to 1996. Dr. Mannucci is a resident of New York, New York. He is currently 85. Dr. Mannucci is a participant and beneficiary of the Mannucci Deferred Compensation Plan (as defined below). During his employment with Cabrini, Dr. Mannucci was not part of the hospital's executive management. Dr. Mannucci did not have sufficient influence within Cabrini to negotiate compensation agreements that would have protected his interests without the protection of ERISA.

21. Until it filed for bankruptcy, Cabrini Medical Center was a New York not-for-profit corporation with its principal place of business at 227 East 19th Street, New York, New York 10003.

The Deferred Compensation Plans

Dr. Padula's Deferred Compensation Plans

22. In or about January 1967, Cabrini (then known as Columbus Hospital) set up the first deferred compensation plan for Dr. Padula (the "First Padula Plan"). A copy of the First Padula plan is attached hereto as Exhibit A.

23. Under the terms of the First Padula Plan, Cabrini would deposit $3,000 per year of "additional compensation" for Dr. Padula into an account at Irving

Trust Company where the funds would be invested in mutual fund shares and all dividends and other earnings would be reinvested.

24. The First Padula Plan directed that distributions to Dr. Padula or his designated beneficiary would begin upon termination of Dr. Padula's employment with Cabrini for any reason. The First Padula Plan also directed that Cabrini, after consulting with Dr. Padula, adopt a method of distribution of the funds either in a lump sum, ten equal installments, or "life expectancy installments."

25. In or about April 1975, Cabrini set up a second deferred compensation plan for Dr. Padula (the "Second Padula Plan"), the terms of which were similar to the First Padula Plan. A copy of the Second Padula plan is attached hereto as Exhibit B.

26. The purpose of the Second Padula Plan was to

> provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity.

Second Padula Plan at p. 1.

27. The Second Padula Plan expressly provided: "During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of [Cabrini]; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee." Second Padula Plan ¶ 11.

28. At the time he entered into the First Padula Plan and the Second Padula Plan (collectively referred to as the "Padula Deferred Compensation Plans"), Dr. Padula believed that such Deferred Compensation Plans were clear that the money

invested pursuant to the Padula Deferred Compensation Plans was Dr. Padula's property and not subject to forfeiture to Cabrini. Dr. Padula never believed that Cabrini could take the money set aside in his pension account – which was entitled "for the benefit of Dr. Guido Padula."

29. According to Cabrini's records, Dr. Padula retired from Cabrini in October 1980. Upon Dr. Padula's retirement, Dr. Padula became fully vested in the Padula Deferred Compensation Plans and Cabrini was obligated to begin making distributions pursuant to the express terms set forth in the Padula Deferred Compensation Plans.

Dr. Salvioni's Deferred Compensation Plans

30. In or about December 1973, Cabrini (then known as Columbus Hospital) set up the first deferred compensation plan for Dr. Salvioni (the "First Salvioni Plan"). A copy of the First Salvioni Plan is attached hereto as Exhibit C.

31. The purpose of the First Salvioni Plan was to

> provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity.

See First Salvioni Plan at p. 1.

32. Under the terms of the First Salvioni Plan, Cabrini would invest $14,000 per year of "additional compensation" for Dr. Salvioni in mutual fund shares, and all dividends and other earnings would be reinvested.

33. The First Salvioni Plan directed that distributions to Dr. Salvioni or his designated beneficiary would begin upon termination of Dr. Salvioni's employment with Cabrini for any reason. The First Salvioni Plan also directed that Cabrini, after

consulting with Dr. Salvioni, adopt a method of distribution of the funds either in a lump sum, ten equal installments, or "life expectancy installments."

34. In or about August 1978, Cabrini set up a second deferred compensation plan for Dr. Salvioni (the "Second Salvioni Plan"), the terms of which were similar to the First Salvioni Plan. The Second Salvioni Plan was signed by Sister Josephine Tsue for Cabrini. A copy of the Second Salvioni Plan is attached hereto as Exhibit D.

35. The Second Salvioni Plan directed that distributions to Dr. Salvioni or his designated beneficiary would begin upon termination of Dr. Salvioni's employment with Cabrini. "Employee, or his beneficiary, shall receive distributions, as hereinafter provided, as soon as practicable following Employee's termination of employment with the Corporation." Second Salvioni Plan ¶ 5.

36. The Second Salvioni Plan also directed that Cabrini adopt a method of distribution of the funds either in a lump sum or "life expectancy" installments calculated by Dr. Salvioni's life expectancy at the time of his first distribution with larger payments at the end of his expected years.

37. The Second Salvioni Plan expressly provided: "During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of [Cabrini]; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable by the Employee." Second Salvioni Plan ¶ 10.

38. At the time he entered into the First Salvioni Plan and the Second Salvioni Plan (collectively referred to herein as the "Salvioni Deferred Compensation

Plans"), Dr. Salvioni believed that the Salvioni Deferred Compensation Plans were clear that the money invested pursuant to such plans was Dr. Padula's property and not subject to forfeiture to Cabrini. Dr. Salvioni never believed that Cabrini could take the money set aside in his pension account – which was entitled "for the benefit of Dr. Daniele Salvioni."

39. On September 17, 1997, Dr. Salvioni designated in writing that his wife, Dilva Salvioni be his principal beneficiary in his deferred compensation plan. He designated his children as secondary beneficiaries.

40. According to Cabrini's records, Dr. Salvioni retired from Cabrini in October 1980. Upon Dr. Salvioni's retirement, Dr. Salvioni became fully vested in the Salvioni Deferred Compensation Plans and Cabrini was obligated to begin making distributions pursuant to the express terms set forth in the Salvioni Deferred Compensation Plans.

Dr. Taranta's Deferred Compensation Plan

41. In or about December 1975, Cabrini set up a deferred compensation plan for Dr. Taranta (the "Taranta Deferred Compensation Plan"). A copy of the Taranta Deferred Compensation Plan is attached hereto as Exhibit E. The purpose of the Taranta Deferred Compensation Plan was to

> provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity.

See Taranta Plan at p. 1.

42. Pursuant to the Taranta Deferred Compensation Plan, Cabrini would deposit $13,880 in compensation for Dr. Taranta into an account that would invest in mutual fund shares, and all distributions and dividends would be reinvested.

43. The Taranta Deferred Compensation Plan directed that distributions to Dr. Taranta or his designated beneficiary would begin upon termination of Dr. Taranta's employment with Cabrini for any reason. The Taranta Deferred Compensation Plan also directed that Cabrini adopt a method of distribution of the funds either in a lump sum or life expectancy installments calculated by Dr. Taranta's life expectancy at the time of his first distribution with larger payments at the end of his expected years.

44. The Taranta Deferred Compensation Plan expressly provided: "During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of [Cabrini]; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee."

45. At the time he entered into the Taranta Deferred Compensation Plan, Dr. Taranta believed that such plan was clear that the money invested pursuant to the Taranta Deferred Compensation Plan was Dr. Taranta's property and not subject to forfeiture to Cabrini. Dr. Taranta never believed that Cabrini could take the money set aside in his pension account – which was entitled "for the benefit of Dr. Angelo Taranta."

46. According to Cabrini's records, Dr. Taranta retired from Cabrini in 1995. Upon Dr. Taranta's retirement, Dr. Taranta became fully vested in the Taranta

Deferred Compensation Plan and Cabrini was obligated to begin making distributions pursuant to the express terms set forth in the Taranta Deferred Compensation Plan.

Dr. Mannucci's Deferred Compensation Plan

47. On information and belief, in the mid-1970s, Cabrini set up a deferred compensation plan for Dr. Mannucci (the "Mannucci Deferred Compensation Plan"). On information and belief, pursuant to the Mannucci Deferred Compensation Plan, each year, Cabrini deposited part of Dr. Mannucci's annual compensation into an account which would be invested in mutual fund shares and the Mannucci Deferred Compensation Plan directed that distributions to Dr. Mannucci or his designated beneficiary would begin upon termination of Dr. Mannucci's employment with Cabrini.

48. According to Cabrini's records, Dr. Mannucci retired from Cabrini in 2000. Upon Dr. Mannucci's retirement, Dr. Mannucci became fully vested in the Mannucci Deferred Compensation Plan and Cabrini was obligated to begin making distributions pursuant to the express terms set forth in the Mannucci Deferred Compensation Plan.

49. The Mannucci Deferred Compensation Plan, the Taranta Deferred Compensation Plan, the Padula Deferred Compensation Plans, and the Salvioni Deferred Compensation Plans (collectively, the "Deferred Compensation Plans") are all ERISA benefit plans within the meaning of the statute.

50. Cabrini is the administrator and sponsor of the Deferred Compensation Plans within the meaning of ERISA.

51. Cabrini is an ERISA fiduciary with respect to the Deferred Compensation Plans within the meaning of ERISA.

52. Plaintiffs were not part of a select group of Cabrini's management.

53. None of the Doctors had sufficient influence within Cabrini to negotiate compensation agreements that would have protected his interests without the protection of ERISA.

54. None of the Doctors negotiated the terms of his Deferred Compensation Plan.

<u>The Segregation and Funding of the Plans</u>

55. From the inception of each Deferred Compensation Plan, Cabrini segregated and funded each Deferred Compensation Plan, setting up separate investment accounts for each doctor.

56. On information and belief, in or about 1998, Cabrini moved the Deferred Compensation Plans and their investments to four individual accounts at Merrill Lynch – one for each of the Doctors, in the name of each of the Doctors.

57. Plaintiffs' funds were placed in the following separate Merrill Lynch accounts:

Dr. Padula:	Account # 855-07N58
Dr. Salvioni:	Account # 855-07N57
Dr. Taranta:	Account # 855-07N61
Dr. Mannucci:	Account # 855-07N59

58. From the creation of the Merrill Lynch accounts in or about 1998 forward, Drs. Padula, Salvioni, Taranta and Mannucci each received monthly statements from Merrill Lynch titled in their individual names: "FAO Dr. Guido Padula," "FAO Dr. Daniele Salvioni," "FAO Dr. Angelo Taranta" and "FAO Dr. Mannuccio Mannucci." On information and belief, "FAO" stands for "for the account of."

59. Thus, for close to ten years, Merrill Lynch sent monthly account statements to each Doctor, setting forth the current amounts in the Doctors' accounts. Nowhere in the statements does it say that these assets are assets of Cabrini, or that these assets have not vested, or that the Doctors have no right to such assets. See representative examples of the Merrill Lynch account statements attached hereto as Exhibits F, G, H, and I.

60. By late 2006, after the Plaintiffs had worked for Cabrini for decades and had allowed Cabrini to withhold their compensation and place it into their Deferred Compensation Plans, their investments had grown to a total value of millions of dollars, according to their Merrill Lynch account statements:

Padula Deferred Compensation Plan (as of 10/06):	$256,930.00
Salvioni Deferred Compensation Plan (as of 10/31/06):	$598,683.80
Taranta Deferred Compensation Plan (as of 10/06):	$1,238,567.84
Mannucci Deferred Compensation Plan (as of 10/31/06):	$735,440.77.

1980-1997: Cabrini's Failure to Make the Deferred Compensation Plan Distributions to the Doctors According to the Terms of the Plans

Dr. Padula

61. According to Cabrini's records, Dr. Padula retired in October 1980.

62. Under the terms of the First Padula Plan (at Section Sixth), distributions were to begin on the "first day of the second full month occurring after" termination of employment for any reason whatsoever.

63. Under the Second Padula Plan (¶ 5), distributions were to begin "as soon as practicable following Employee's termination of employment with the Corporation."

64. However, in breach of its fiduciary duties and obligations under the First Padula Plan, Cabrini did not consult with Dr. Padula as to which distribution method to use and, on information and belief, the "Directors of the Corporation" did not adopt a mode of distribution at all, as required by the Second Padula Plan. On information and belief, in breach of its fiduciary duties and in breach of the Padula Deferred Compensation Plans' terms, Cabrini failed to make any distribution immediately following Dr. Padula's retirement from Cabrini in 1980.

65. On information and belief, in breach of its fiduciary duties, Cabrini did not make a lump sum distribution to Dr. Padula and did not even begin making distributions to him until approximately 1997 – close to seventeen years after he retired.

66. Under the "life expectancy" formula mode of distribution set forth in the Padula Deferred Compensation Plans, given that Dr. Padula retired in 1980 at age 55, according to the 1980 Vital Statistics of the United States Life Tables for white males (attached as Exhibit J), his life expectancy at that point was an additional 21 years. Thus, pursuant to the terms of the Padula Deferred Compensation Plans, the longest Cabrini was permitted to make annual payments to Dr. Padula – assuming Cabrini had properly elected at the time of Dr. Padula's retirement to make annual payments based on Dr. Padula's life expectancy – was within 21 years of his retirement.

67. Thus, had Cabrini followed the terms of the Padula Deferred Compensation Plans, Dr. Padula would have received his final distribution no later than 2000, long before Cabrini removed the money from his Merrill Lynch account in 2006-2007. (See the chart attached as Exhibit K hereto indicating the payments that should have been made to Dr. Padula under the terms of the Padula Deferred Compensation

Plans, assuming that Cabrini properly elected to make annual payments based on Dr. Padula's life expectancy (the "Required Payments Chart").)

<u>Dr. Salvioni</u>

68. According to Cabrini's records, Dr. Salvioni retired in October 1980.

69. Under the Salvioni Deferred Compensation Plans (¶ 5), distributions were to begin "as soon as practicable following Employee's termination of employment with the Corporation."

70. However, in breach of its fiduciary duties and obligations under the Salvioni Deferred Compensation Plans, on information and belief, the "Directors of the Corporation" did not adopt a mode of distribution. On information and belief, in breach of its fiduciary duties and in breach of the Salvioni Deferred Compensation Plans' terms, Cabrini failed to make any distribution immediately following Dr. Salvioni's retirement from Cabrini in 1980.

71. Under the "life expectancy" formula mode of distribution set forth in the Salvioni Deferred Compensation Plans, given that Dr. Salvioni retired in 1980 at age 55, according to the 1980 Vital Statistics of the United States Life Tables for white males (attached as <u>Exhibit J</u>), his life expectancy at that point was an additional 21 years. Thus, pursuant to the terms of the Salvioni Deferred Compensation Plans, the furthest Cabrini was permitted to stretch out annual payments to Dr. Salvioni – assuming Cabrini had properly elected at the time of Dr. Salvioni's retirement to make annual payments based on Dr. Salvioni's life expectancy – was within 21 years of his retirement.

72. Thus, had Cabrini followed the terms of the Salvioni Deferred Compensation Plans, Dr. Salvioni would have received his final distribution no later than 2000, long before Cabrini removed the money from his Merrill Lynch account in 2006-2007. (See the Required Payments Chart attached as Exhibit K hereto indicating the payments that should have been made to Dr. Salvioni under the terms of the Salvioni Deferred Compensation Plans, assuming that Cabrini properly elected to make annual payments based on Dr. Salvioni's life expectancy.)

Dr. Taranta

73. According to Cabrini's records, Dr. Taranta retired in 1995.

74. Under the Taranta Deferred Compensation Plan (¶ 5), distributions were to begin "as soon as practicable following Employee's termination of employment with the Corporation."

75. However, in breach of its fiduciary duties and obligations under the Taranta Deferred Compensation Plan, on information and belief, the "Directors of the Corporation" did not adopt a mode of distribution. On information and belief, in breach of its fiduciary duties and in breach of the Taranta Deferred Compensation Plan's terms, Cabrini failed to make any distributions immediately following Dr. Taranta's retirement from Cabrini in 1995.

76. Under the "life expectancy" formula mode of distribution set forth in the Taranta Deferred Compensation Plan, given that Dr. Taranta retired in 1995 at age 68, according to the 1995 Vital Statistics of the United States Life Tables for white males (attached as Exhibit L), his life expectancy at that point was an additional 13 years. Thus, pursuant to the terms of the Taranta Plan, the longest Cabrini was

permitted to make annual payments to Dr. Taranta – assuming Cabrini had properly elected at the time of Dr. Taranta's retirement to make annual payments based on Dr. Taranta's life expectancy – was within 13 years of his retirement.

77. Thus, had Cabrini followed the terms of the Taranta Deferred Compensation Plan, it already would have paid out 92.3077% of Dr. Taranta's funds to him by the time it began looting his account in 2006. (See the Required Payments Chart attached as Exhibit K hereto, indicating the payments that should have been made to Dr. Taranta under the terms of the Taranta Deferred Compensation Plan.) Moreover, Cabrini was required pursuant to the terms of the Taranta Deferred Compensation Plan to pay 100% of Dr. Taranta's funds to him prior to the time the Debtor filed for bankruptcy in 2009.

Dr. Mannucci

78. According to Cabrini's records, Dr. Mannucci retired in 2000 at the age of 74. According to the 2000 Vital Statistics of the United States Life Tables for white males (attached as Exhibit M), Dr. Mannucci's life expectancy at that point was another 10 years.

79. Thus, had Cabrini paid Dr. Mannucci under a "life expectancy" formula, he already would have received approximately 60% of his funds by 2006 when Cabrini looted his Merrill Lynch account. (See the Required Payments Chart at Exhibit K.) Moreover, Cabrini was required pursuant to the terms of the Mannucci Deferred Compensation Plan to pay 90% of Dr. Mannucci's funds to him prior to the time the Debtor filed for bankruptcy in 2009.

The 1997 "Tax Problem" Letter: Cabrini's Admission That it Had Not
Made the Required Distributions and that the Funds Belong to the Doctors

80. On April 8, 1997, almost 20 years after Drs. Padula and Salvioni had retired and at a point in time at which they should either have been paid in full by lump sum or paid approximately 85.7% of their funds under the "life expectancy formula" (see the Required Payments Chart, Exhibit K), Cabrini wrote a letter to each of the Doctors concerning a "tax problem" it had discovered, based on the fact that Cabrini had not made a lump sum or any annual payments to them pursuant to the express terms of the Deferred Compensation Plans.

81. The letter admitted that: "The agreements all require payment to commence to you as soon as practicable following your termination of employment. . . . For reasons which are not clear, the required payments were not begun immediately following your termination of employment."

82. The letter went on to discuss possible remedial measures Cabrini could take to cure its purported "tax reporting" problem, and in the course of doing so made it very clear that Cabrini had made no payments under the Deferred Compensation Plans:

> The options we have been given include (1) reporting the income back in the year of termination, (2) paying out your deferred compensation account in a lump sum this year and reporting it as income this year, and (3) paying out installment payments commencing this year but with a current lump sum payment equal to the total installments that would have been paid from the time of termination through the present. (emphasis added).

83. Thus, although Cabrini had not distributed the funds to the Doctors, Cabrini was advising them that, as of their retirement dates, they were entitled

to those funds and there were potential tax ramifications to the Doctors (whether or not the required payments were in fact made):

> Our attorneys advise us that under the tax rules governing deferred compensation arrangements, the IRS can argue that you were taxable on the full amount of your deferred compensation account in the year you terminated employment.
>
> * * * *
>
> (Tax rules require you to be taxed when you first could have received the funds.)

Copies of Cabrini's April 8, 1997 letters to each of the Doctors are attached as Exhibit N.

84. Cabrini's April 8, 1997 letter is an admission that, at least as of each of their retirement dates, Plaintiffs owned the funds in their deferred compensation accounts, not Cabrini.

85. Of the three options Cabrini laid out in its April 8, 1997 letter (quoted above) to remedy the fact that it had not made the distributions required by the Deferred Compensation Plans, Cabrini carried out none of them.

86. Despite its admission and full knowledge of its breach of fiduciary duties and breach of the Deferred Compensation Plan terms, Cabrini did not make full lump sum payments to any of the Doctors who had retired by 1997 – Drs. Padula, Salvioni and Taranta. Neither did Cabrini begin installment payments with a "catch-up" lump sum payment "equal to the total installments that would have been paid from the time of the termination through the present."

87. Instead, on information and belief, in 1997, Cabrini began making yearly distributions to Drs. Padula and Salvioni based on what appeared to be an arbitrary ten-year distribution schedule, such that in 1999, each doctor received 1/10 of

the balance of his Merrill Lynch account. The following year, in 2000, Dr. Padula and Dr. Salvioni each received 1/9 of the balance of his Merrill Lynch account. (See the Chart of actual distributions to each of the doctors attached as Exhibit O.)

88. Although both Dr. Padula and Dr. Salvioni had retired 17 years earlier and were both then 72 years old, Cabrini willfully and maliciously chose to ignore the express terms of the Deferred Compensation Plans in violation of its fiduciary duty and ERISA obligations.

89. On information and belief, in 1999 Cabrini began making yearly distributions to Dr. Taranta based on what appeared to be an arbitrary fourteen-year distribution schedule, such that in 1999, Dr. Taranta received 1/14 of the balance of his Merrill Lynch account. (See Exhibit O)

Cabrini's Looting of Plaintiffs' Funds in 2006-2007

90. In November 2006, without Plaintiffs' prior authorization, Cabrini's then-President and CEO Robert Chaloner sent a letter to each of the Plaintiffs stating that Cabrini was in desperate need of working capital in order to maintain its operations. "As a result, we must temporarily move [hundreds of thousands of dollars] from the deferred compensation investment account designated for your benefit into the Medical Center's general operating account." (the "Chaloner Letter" attached as Exhibit P). The letter also stated:

> It is expected that these funds, along with any interest that would have accrued, will be returned to the deferred compensation investment account during 2007. . . . Please be assured that Cabrini Medical Center is committed to fulfilling its obligation under the Deferred Compensation Agreement with you, including making the 2007 distribution, and will keep you informed of the progress of our efforts to replenish the deferred investment account.

91. Plaintiffs did not consent to or authorize this conversion of the funds in their Deferred Compensation Plans, which was a breach of their Deferred Compensation Plans and in violation of ERISA.

92. By Cabrini's own terms, Plaintiffs' Deferred Compensation Plan funds were not part of the Cabrini's "general operating account" or there would have been no need to move the funds from the Plaintiff's accounts into the hospital's general operating account.

93. In breach of ERISA and the Deferred Compensation Plans, Cabrini admittedly took the following approximate amounts from Plaintiffs' Deferred Compensation Plans in late 2006:

Dr. Padula Deferred Compensation Plans	$180,000
Dr. Salvioni Deferred Compensation Plans	$619,424
Dr. Taranta Deferred Compensation Plan	$818,000
Dr. Mannucci Deferred Compensation Plan	$486,000

94. The approximate total funds taken by Cabrini from Plaintiffs' accounts in late 2006 was $2,103,424.

95. Not only did Cabrini not restore the money it took in late 2006 to the Deferred Compensation Plans as promised, in or about early-mid 2007, without the knowledge or authorization of Plaintiffs, in breach of ERISA and the Deferred Compensation Plans, Cabrini withdrew the remaining funds from each of the Deferred Compensation Plans, leaving Plaintiffs with nothing.

96. In breach of ERISA and the Deferred Compensation Plans, Cabrini admittedly took the following approximate total amounts from Plaintiffs' Deferred Compensation Plans during the period from late 2006 to mid-2007:

Dr. Padula Deferred Compensation Plans	$265,962

Dr. Salvioni Deferred Compensation Plans	$619,645
Dr. Taranta Deferred Compensation Plan	$1,298,724
Dr. Mannucci Deferred Compensation Plan	$771,843

97. The approximate total of all of Plaintiffs' funds taken by Cabrini was $2,956,176.

98. By letter dated October 23, 2007, in response to a request for information and documents, Cabrini admitted the following facts:

a. That Cabrini had Deferred Compensation Plans with each of Dr. Mannucci, Dr. Padula, Dr. Salvioni and Dr. Taranta;

b. That Cabrini had a Deferred Compensation Plan with Dr. Mannucci notwithstanding the fact that it could not locate the written agreement signed by him;

c. That Cabrini is the Administrator with respect to those Deferred Compensation Plans; and

d. That from 2006 to 2007, Cabrini withdrew the following amounts from the accounts set up for the Doctors' Deferred Compensation Plans:

Dr. Padula	$265,962.29
Dr. Salvioni	$619,645.51
Dr. Taranta	$1,298,724.74
Dr. Mannucci	$771,843.47

A copy of the October 23, 2007 letter is attached as Exhibit Q.

99. In further breach of ERISA and their representations to Plaintiffs, Cabrini did not keep Plaintiffs informed as to any aspect of the Deferred Compensation Plans, ignoring Plaintiffs' many phone calls and letters of inquiry.

100. In further breach of ERISA and the Deferred Compensation Plans, Cabrini failed to make any further distributions to Plaintiffs.

FIRST CAUSE OF ACTION
(Claim for $2,956,176 of ERISA Benefit Plan Funds Held by Cabrini But Not Property of the Debtor's Estate)

101. Plaintiffs incorporate herein by reference paragraphs 1 through 100 of this Complaint as if set forth herein.

102. The Deferred Compensation Plans were "employee benefit plans" within the meaning of ERISA.

103. The deferred compensation funded into Plaintiffs' Merrill Lynch accounts was not the property of Cabrini at any time. In the alternative, the deferred compensation became the property of Plaintiffs, at the latest, upon the retirement of each Plaintiff, when the benefits vested (1980 for Drs. Padula and Salvioni, 1995 for Dr. Taranta, and 2000 for Dr. Mannucci), well before Cabrini took the funds out of the accounts in 2006-2007. In the second alternative, the deferred compensation was the property of Plaintiffs, at the latest, in 2000 for Drs. Padula and Salvioni, and in 2007 for Dr. Taranta, which is the latest Cabrini could have legally held on to such funds pursuant to the terms of the respective Plans; for Dr. Mannucci, 90% of the funds in Dr. Mannucci's deferred compensation account became Dr. Mannucci's property prior to the Debtor's filing of its bankruptcy petition.

104. Pursuant to 11 U.S.C. §541(b)(7)(A) and (B), as ERISA employee benefits plan funds, because the funds in the Merrill Lynch accounts and any proceeds of such funds were not property of Cabrini, they are not property of the Cabrini estate in bankruptcy, but rather are property of Plaintiffs.

105. Such funds must be returned to Plaintiffs in full.

SECOND CAUSE OF ACTION
(Claim for $2,956,176 Held in Trust for Plaintiffs by Cabrini)

106. Plaintiffs incorporate herein by reference paragraphs 1 through 105 of this Complaint as if set forth herein.

107. The Deferred Compensation Plans were "employee benefit plans" within the meaning of ERISA.

108. In violation of ERISA and the terms of the Deferred Compensation Plans, Cabrini improperly held the funds in Plaintiffs' deferred compensation accounts that should have been paid out to Plaintiffs upon their respective retirements from Cabrini or soon thereafter, but in any event Cabrini was required to distribute such funds prior to the life expectancy of each doctor at the time of his respective retirement.

109. At no time did Cabrini or the Estate have equitable title to such funds.

110. At all times, Plaintiffs retained equitable title to their respective deferred compensation accounts.

111. Pursuant to Section 541(d) of the Bankruptcy Code, property held in trust for another is not property of the bankruptcy estate and not available to satisfy the debtor's creditors.

112. Such funds must be returned to Plaintiffs in full.

THIRD CAUSE OF ACTION
(Claim for $2,956,176 Held in Trust for Plaintiffs by Cabrini)

113. Plaintiffs incorporate herein by reference paragraphs 1 through 112 of this Complaint as if set forth herein.

114. The Deferred Compensation Plans were "employee benefit plans" within the meaning of ERISA.

115. The funds placed into Plaintiffs' Merrill Lynch accounts became fully vested upon the Plaintiffs' respective retirement dates, all of which were well before Cabrini took the funds out of the accounts in 2006-2007.

116. But for Cabrini's looting of such accounts, Plaintiffs' funds would still be located in their accounts at Merrill Lynch.

117. Cabrini did not have equitable title to any of the Deferred Compensation Plan funds but held those funds in trust for the Plaintiffs. As such, those funds did not become part of Cabrini's estate in bankruptcy pursuant to 11 U.S.C. §541(d).

118. Such funds must be returned to Plaintiffs in full.

FOURTH CAUSE OF ACTION
(Claim for $2,956,176 Held in Plaintiffs' Names and Not Property of the Debtor's Estate)

119. Plaintiffs incorporate herein by reference paragraphs 1 through 118 of this Complaint as if set forth herein.

120. Each of the Deferred Compensation Plans contains language to the effect that Plaintiffs do not have any right to the securities in the deferred compensation accounts, purchased by Cabrini in respect of the Deferred Compensation Plans, and that such securities remain the property of Cabrini.

121. Despite such language, Cabrini subsequently waived legal title or any other claim to Plaintiffs' funds and created accounts at financial institutions, including Merrill Lynch, in Plaintiffs' names and for their benefit.

122. Plaintiffs had, and continue to have, legal title to the deferred compensation accounts Cabrini improperly looted.

123. As such, the funds did not become part of Cabrini's estate in bankruptcy and must be returned to Plaintiffs in full.

WHEREFORE, Plaintiffs respectfully request that the Court grant them the following relief:

a) An award of actual damages arising from Cabrini's wrongful taking of Plaintiffs' Deferred Compensation Plan funds in the amount of $2,956,176;

b) Pre- and Post-judgment interest at the applicable statutory rates;

c) An award of attorneys' fees and costs of this action pursuant to ERISA, 29 U.S.C § 1132(g);

d) Such other and further relief as the Court deems just and proper.

Dated: July 18, 2011

PADUANO & WEINTRAUB LLP

By: Katherine B. Harrison

Katherine B. Harrison
Jason Snyder

1251 Avenue of the Americas
Ninth Floor
New York, New York 10020
(212) 785-9100

Attorneys for Plaintiffs
Mannuccio Mannucci, Guido Padula,
Dilva Salvioni and Angelo Taranta

EXHIBIT A

Copie from Hosp.

SAMPLE DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT made at Columbus Hospital this Jan day of 1/67 by and between Columbus Hospital (hereinafter called "Employer") and GUIDO PADULA (hereinafter called "Employee".)

W I T N E S S E T H T H A T :

WHEREAS, Employee is now in the employ of Employer, and

WHEREAS, Employer desires to secure the benefit of Employee's services, knowledge and experience.

NOW, THEREFORE, this Agreement Witnesseth That:

FIRST: Employer agrees to employ Employee, and Employee agrees to work for Employer, in active employment for 3000 year(s) beginning 1/1/67.

SECOND: Employee's regular compensation for such active employment shall be payable at such rates and times as shall be mutually agreeable to Employee and Employer.

THIRD: Employer agrees to pay additional compensation of $ 3000.00 per year of active employment. The additional compensation will be set aside by Employer in an account set up with the Irving Trust Company in the Employer's name and invested in the shares of any open-end Investment Company under the management of Calvin Bullock, Ltd. Employer agrees to reinvest all dividends, capital gain distributions and other earnings from this account in additional Investment Company shares. The value of all accumulations set aside as deferred compensation as well as earnings on these accumulations shall be paid to Employee or his beneficiary under the conditions set forth below. It is expressly understood that all securities in the account shall at all times remain the property of Employer.

FOURTH: Employee shall have the right to designate a beneficiary and, from time to time, to change such designation by written notice delivered to Employer. If there is no designated beneficiary surviving when a payment is due, payment of any benefits which may be payable shall be made to the person in, or divided equally among all the persons in the first of the following classes in which there shall be any survivors of Employee:

(i) his spouse;
(ii) his children;
(iii) his parents;
(iv) his brothers and sisters;
(v) his executors or administrators.

FIFTH: The period of active employment of Employee by Employer may be extended for such further period or periods as the parties hereto shall mutually agree.

SIXTH: Employee, or a beneficiary designated in writing by him, shall receive distributions beginning on the first day of the second full month occuring after whichever of the following events first occurs to Employee:

a. attaining age ______; or
b. termination of employment for any reason whatever; or
c. death.

SEVENTH: Starting with the first year of distribution, Employer or its agent, shall after consultation with Employee, adopt one of the following modes of distribution:

a. A lump sum distribution.
b. Ten equal installments.
THE AMOUNT OF SUCH INSTALLMENTS SHALL BE: 1/10th of the then market value of the account during the first year, 1/9th of the said value during the second year, and proceeding in larger fractions until at the end of ten years the entire fund has been distributed.
c. Life expectancy installments.
THE NUMBER OF SUCH INSTALLMENTS SHALL BE the number of years in the Employee's life expectancy as may be actuarially determined. The fraction paid each year shall progress in the same manner as under b. For example, if the life expectancy is 15 years, the first year there shall be paid 1/15th, the second year 1/14th, and proceeding until distribution has been completed.

If distribution commences because of the death of Employee, the above modes of payment shall be available for distributions to the beneficiary of Employee.

EIGHTH: Employee shall elect whether to receive any of the above distributions in the form of cash, the form of mutual fund shares, or through the purchase of an annuity.

NINTH: The interests of Employee under this Agreement shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind.

TENTH: All matters pertaining to the construction, validity and effect of this Agreement shall be determined in accordance with the laws of the State of

________________________.

This Agreement shall be binding upon the successors in interest of both Employer and Employee. Signed by the parties hereto at the day and year above written.

[signature] M.S.C.
(EMPLOYER)

[signature]
(EMPLOYEE)

EXHIBIT B

SAMPLE

DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 1st day of April, 1975 by and between Cabrini Health Care Center - Columbus Hospital a corporation organized and existing under the laws of New York State (hereinafter referred to as "Corporation") and Dr. Guido Padula (hereinafter referred to as "Employee").

W I T N E S S E T H :

WHEREAS, the Employee has acquired valuable knowledge and experience necessary to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity; and

WHEREAS, the Corporation and Employee desire to enter into this Agreement as an integral part of Employee's employment contract;

NOW THEREFORE, in consideration of the premises and in order to effectuate their mutual desires, purposes and intentions, the parties do agree as follows:

1. The Corporation has employed Employee as Assistant Director of Radiology and Employee agrees to faithfully perform such services and duties as shall be assigned to him by the Board of Directors and the Corporation until he retires or dies, or until his employment is otherwise terminated as provided herein. Employee shall be paid by the Corporation a salary at such annual rate as shall be determined by the Board of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month in which he attains his sixty-fifth (65th) birthday unless the Corporation requests, and Employee agrees to continue his employment beyond that date. "Retirement" as used in this Agreement shall refer to Employee's actual retirement from the Corporation.

3. On or about the last day of each month beginning with the first month of the calendar year following the day and year first above written, while Employee remains in the employ of the Corporation, the Corporation will purchase in the name of the Corporation, mutual fund shares of (Bullock Fund, Ltd., Dividend Shares, Inc.,

or New York Venture Fund, Inc.) in amounts totaling Three Thousand ($ 3,000.00) Dollars per annum in accordance with the terms of an Accumulation Plan of such mutual fund which provides for the automatic reinvestment in additional shares of said Fund of all dividends and distributions (both from income and capital appreciation) which may accrue therefrom. Employee shall have no right in such mutual fund shares, which shall be the absolute property of the Corporation.

4. Employee shall have the right to designate a beneficiary and, from time to time, to change such designation by written notice delivered to the Corporation. If there is no designated beneficiary surviving when a payment is due, payment of any benefits which may be payable shall be made to the person in, or divided equally among all the persons in the first of the following classes in which there shall be any survivors of Employee:

(a) his spouse;
(b) his children;
(c) his parents;
(d) his brothers and sisters;
(e) his executors or administrators.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter provided, as soon as practicable following Employee's termination of employment with the Corporation.

6. Starting with the first year of distribution, the Directors of the Corporation shall adopt one of the following modes of distribution;

(a) A lump sum distribution equivalent to the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement.

(b) Periodic installments over any period not exceeding the Employee's or beneficiary's life expectancy.

The number of such installments shall be measured by no more than the number of years in the Employee's or beneficiary's life expectancy at the time of initial distribution. The fraction determining the total yearly payment, shall become progressingly greater. For example, if life expectancy is fifteen years, for the first year there shall be paid 1/15th of the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement, for the second year 1/14th of the remaining value at such time and preceeding until distribution has been fully completed at the fifteenth year.

7. Employee shall elect whether to receive any of the above distributions in the form of cash or mutual fund shares.

8. Employee and the Corporation may at any time agree in writing to the substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under Paragraph 6. above.

9. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable, non-transferable and non-forfeitable, nor shall any interest of Employee herein be liable to any claim of any creditor or subject to any judicial process involving Employee.

10. This Agreement shall be binding upon the parties hereto, their successors, assigns, executors, beneficiaries or administrators.

11. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee.

12. During the period which Employee is receiving payments hereunder he will render to the Corporation such services of any advisory or consultative nature as the Corporation may reasonably require, so that the Corporation may continue to have the benefit of his experience and knowledge of the affairs of the Corporation and he will be available for advice and consultation to the officers and Directors of the Corporation at all reasonable times by telephone, letter or in person, provided, however, that his failure to render such services or to give such advice and consultation by reason of his illness or unavailability shall not affect his right to receive such payments during such period. Employee shall not be required to render any reports to the Corporation, nor shall he be required to observe any regular office hours in connection with the provisions of this Paragraph 12.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

CORPORATION: Cabrini Health Care Center - Columbus Hospital

EMPLOYEE: [signature]

(sgn) Vincent Massaro

EXHIBIT C

SAMPLE

DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 15 day of December, 1973 by and between Columbus Hospital a corporation organized and existing under the laws of New York State (hereinafter referred to as "Corporation") and Dr. Daniele Salvioni (hereinafter referred to as "Employee").

W I T N E S S E T H :

WHEREAS, the Employee has acquired valuable knowledge and experience necessary to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity and

WHEREAS, the Corporation and Employee desire to enter into this Agreement as an integral part of Employee's employment contract;

NOW THEREFORE, in consideration of the premises and in order to effectuate their mutual desires, purposes and intentions, the parties do agree as follows:

1. The Corporation has employed Employee as Director of Radiology and Employee agrees to faithfully perform such services and duties as shall be assigned to him by the Board of Directors and the Corporation until he retires or dies, or until his employment is otherwise terminated as provided herein. Employee shall be paid by the Corporation a salary at such annual rate as shall be determined by the Board of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month in which he attains his sixty-fifth (65th) birthday unless the Corporation requests, and Employee agrees to continue his employment beyond that date. "Retirement" as used in this Agreement shall refer to Employee's actual retirement from the Corporation.

3. On or about the last day of each month beginning with the first month of the calendar year following the day and year first above written, while Employee remains in the employ of the Corporation, the Corporation will purchase in the name of the Corporation, mutual fund shares of (Bullock Fund, Ltd., Dividend Shares, Inc.,

or New York Venture Fund, Inc.) in amounts totaling Fourteen Thousand ($ 14,000.00) Dollars per annum in accordance with the terms of an Accumulation Plan of such mutual fund which provides for the automatic reinvestment in additional shares of said Fund of all dividends and distributions (both from income and capital appreciation) which may accrue therefrom. Employee shall have no right in such mutual fund shares, which shall be the absolute property of the Corporation.

4. Employee shall have the right to designate a beneficiary and, from time to time, to change such designation by written notice delivered to the Corporation. If there is no designated beneficiary surviving when a payment is due, payment of any benefits which may be payable shall be made to the person in, or divided equally among all the persons in the first of the following classes in which there shall be any survivors of Employee:

(a) his spouse;
(b) his children;
(c) his parents;
(d) his brothers and sisters;
(e) his executors or administrators.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter provided, as soon as practicable following Employee's termination of employment with the Corporation.

6. Starting with the first year of distribution, the Directors of the Corporation shall adopt one of the following modes of distribution;

(a) A lump sum distribution equivalent to the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement.

(b) Periodic installments over any period not exceeding the Employee's or beneficiary's life expectancy.

The number of such installments shall be measured by no more than the number of years in the Employee's or beneficiary's life expectancy at the time of initial distribution. The fraction determining the total yearly payment, shall become progressingly greater. For example, if life expectancy is fifteen years, for the first year there shall be paid 1/15th of the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement, for the second year 1/14th of the remaining value at such time and preceeding until distribution has been fully completed at the fifteenth year.

7. Employee shall elect whether to receive any of the above distributions in the form of cash or mutual fund-shares.

8. Employee and the Corporation may at any time agree in writing to the substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under Paragraph 6. above.

9. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable, non-transferable and non-forfeitable, nor shall any interest of Employee herein be liable to any claim of any creditor or subject to any judicial process involving Employee.

10. This Agreement shall be binding upon the parties hereto, their successors, assigns, executors, beneficiaries or administrators.

11. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee.

12. During the period which Employee is receiving payments hereunder he will render to the Corporation such services of any advisory or consultative nature as the Corporation may reasonably require, so that the Corporation may continue to have the benefit of his experience and knowledge of the affairs of the Corporation and he will be available for advice and consultation to the officers and Directors of the Corporation at all reasonable times by telephone, letter or in person, provided, however, that his failure to render such services or to give such advice and consultation by reason of his illness or unavailability shall not affect his right to receive such payments during such period. Employee shall not be required to render any reports to the Corporation, nor shall he be required to observe any regular office hours in connection with the provisions of this Paragraph 12.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

CORPORATION: Columbus Hospital

EMPLOYEE: [signature]
Daniele Salvioni

(sgn) [signature]
Vincent Massaro
Assistant Administrator - Finance

EXHIBIT D

227 EAST NINETEENTH STREET, NEW YORK, N.Y. 10003 (212)725-6000

CABRINI MEDICAL CENTER

THIS AGREEMENT, entered into this ____ day of __________________ 19__, by and between Cabrini Medical Center, a corporation organized and existing under the laws of New York State (hereinafter referred to as "Corporation") and Daniel Salvioni (hereinafter referred to as "Employee").

W I T N E S S E T H

WHEREAS, the Employee has acquired valuable knowledge and experience necessary to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of 65, retires or otherwise terminates employment; and

WHEREAS, the Corporation and Employee desire to enter into this Agreement as an integral part of Employee's employment contract:

NOW, THEREFORE, in consideration of the premises and in order to effectuate their mutual desires, purposes, and intentions, the parties do agree as follows:

1. The Corporation hereby employs Employee as physician and Employee agrees to faithfully perform such services and duties as shall be assigned to him by the Board of Directors of the Corporation until he retires or dies, or until his employment is otherwise terminated. Employee shall be paid by the Corporation a salary at

such annual rate as shall be determined by the Board of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month in which he attains his 65th birthday unless the Corporation requests, and Employee agrees, to continue his employment beyond that date.

3. On or about the last day of each month, beginning with the first month of the calendar year following the day and year first above written, while Employee remains in the employ of the Corporation, the Corporation will set aside on its books and records ----------------- ($14,000.00) Dollars for the purpose of providing the benefits set forth in paragraph 6 below.

4. Employee shall have the right to designate a beneficiary to receive his benefits in the event of Employee's death and, from time to time, change such designation by written notice delivered to the Corporation. If there is no designated beneficiary surviving when a payment is due, payment of any benefits shall be made to the estate of the Employee.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter provided, as soon as practicable following Employee's termination of employment with the Corporation.

6. Employee, with the consent of the Corporation, may designate a mutual fund the shares of which may, but are not required to, be purchased by the Corporation with amounts set aside in paragraph 3. Any mutual fund shares that may be purchased by the Corporation shall belong solely to the Corporation. The value of the mutual fund shares designated by the Employee, whether or not purchased by the Corporation, shall determine the amount of benefits payable under paragraph 7. Employee and the Corporation may at any time agree in writing to the

substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under paragraph 7 below.

7. Starting with the first year of distribution, the Directors of the Corporation shall adopt one of the following modes of distribution:

a. A lump sum distribution equivalent to the value, determined on date of the Employee's termination or as near thereto as practicable, of the total number of the mutual fund shares designated by the Employee which could have been purchased by the Corporation with the amounts set aside pursuant to paragraph 3. For this purpose mutual fund shares designated by the Employee under paragraph 6 shall be determined as if such shares had been purchased immediately after the amounts specified had been set aside in accordance with paragraph 3.

b. Periodic installments over any period not exceeding the Employee's or beneficiary's life expectancy. The number of such installments shall be measured by no more than the number of years in the Employee's or beneficiary's life expectancy at the time of initial distribution. The amount of each installment shall be determined by dividing the value, on the date of the Employee's termination, or as near thereto as practicable, of the mutual fund shares which could have been acquired in accordance with (a) above by the number of installments remaining to be paid.

8. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder which payments and the right thereto are expressly declared to be nonassignable, nontransferable, and nonforfeitable, nor shall any interest of Employee herein be liable for any claim of any creditor or subject to any judicial process involving Employee.

9. This Agreement shall be binding upon the parties hereto, their successors, assignees, executors, beneficiaries, or administrators.

10. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable by the Employee.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

Date 8/4/78

CABRINI MEDICAL CENTER
By Sister Josephine Tsuei

Date

EMPLOYEE [signature]

EXHIBIT E

SAMPLE

DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 15th day of December, 1975 by and between Cabrini Health Care Center - Columbus Hospital a corporation organized and existing under the laws of New York (hereinafter referred to as "Corporation") and Angelo Taranta, M.D. (hereinafter referred to as "Employee").

W I T N E S S E T H :

WHEREAS, the Employee has acquired valuable knowledge and experience necessary to the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for the uninterrupted services of Employee in such capacities as shall be assigned by the Board of Directors of the Corporation until he reaches the age of sixty-five (65) and thereafter to have the advantage of his services in a consulting and advisory capacity, and

WHEREAS, the Corporation and Employee desire to enter into this Agreement as an integral part of Employee's employment contract;

NOW THEREFORE, in consideration of the premises and in order to effectuate their mutual desires, purposes and intentions, the parties do agree as follows:

1. The Corporation has employed Employee as Director of Medicine and Employee agrees to faithfully perform such services and duties as shall be assigned to him by the Board of Directors and the Corporation until he retires or dies, or until his employment is otherwise terminated as provided herein. Employee shall be paid by the Corporation a salary at such annual rate as shall be determined by the Board of Directors of the Corporation from time to time.

2. Employee shall retire from the Corporation on the last day of the month in which he attains his sixty-fifth (65th) birthday unless the Corporation requests, and Employee agrees to continue his employment beyond that date. "Retirement" as used in this Agreement shall refer to Employee's actual retirement from the Corporation.

3. On or about the last day of each month beginning with the first month of the calendar year following the day and year first above written, while Employee remains in the employ of the Corporation, the Corporation will purchase in the name of the Corporation, mutual fund shares of (Bullock Fund, Ltd., Dividend Shares, Inc.,

New York Venture Fund, Inc.) in amounts totaling Thirteen Thousand Eight Hundred Eighty ($ 13,880) Dollars per annum in accordance with the terms of an Accumulation Plan of such mutual fund which provides for the automatic reinvestment in additional shares of said Fund of all dividends and distributions (both from income and capital appreciation) which may accrue therefrom. Employee shall have no right in such mutual fund shares, which shall be the absolute property of the Corporation.

4. Employee shall have the right to designate a beneficiary and, from time to time, to change such designation by written notice delivered to the Corporation. If there is no designated beneficiary surviving when a payment is due, payment of any benefits which may be payable shall be made to the person in, or divided equally among all the persons in the first of the following classes in which there shall be any survivors of Employee:

(a) his spouse;
(b) his children;
(c) his parents;
(d) his brothers and sisters;
(e) his executors or administrators.

5. Employee, or his beneficiary, shall receive distributions, as hereinafter provided, as soon as practicable following Employee's termination of employment with the Corporation.

6. Starting with the first year of distribution, the Directors of the Corporation shall adopt one of the following modes of distribution;

(a) A lump sum distribution equivalent to the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement.

(b) Periodic installments over any period not exceeding the Employee's or beneficiary's life expectancy.

The number of such installments shall be measured by no more than the number of years in the Employee's or beneficiary's life expectancy at the time of initial distribution. The fraction determining the total yearly payment, shall become progressingly greater. For example, if life expectancy is fifteen years, for the first year there shall be paid 1/15th of the value of the total number of mutual fund shares accumulated by the Corporation pursuant to this Agreement, for the second year 1/14th of the remaining value at such time and preceeding until distribution has been fully completed at the fifteenth year.

7. Employee shall elect whether to receive any of the above distributions in the form of cash or mutual fund shares.

8. Employee and the Corporation may at any time agree in writing to the substitution of any other mutual fund or investment medium as the measured base for determination of the amounts of Employee's benefits under Paragraph 6, above.

9. Neither Employee nor his beneficiary shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable, non-transferable and non-forfeitable, nor shall any interest of Employee herein be liable to any claim of any creditor or subject to any judicial process involving Employee.

10. This Agreement shall be binding upon the parties hereto, their successors, assigns, executors, beneficiaries or administrators.

11. During the lifetime of Employee this Agreement may be amended or terminated, in whole or in part, by the mutual written agreement of Employee and the Board of Directors of the Corporation; provided, however, that no amendment or termination shall cause the payment of benefits provided herein to become forfeitable to the Employee.

12. During the period which Employee is receiving payments hereunder he will render to the Corporation such services of any advisory or consultative nature as the Corporation may reasonably require, so that the Corporation may continue to have the benefit of his experience and knowledge of the affairs of the Corporation and he will be available for advice and consultation to the officers and Directors of the Corporation at all reasonable times by telephone, letter or in person, provided, however, that his failure to render such services or to give such advice and consultation by reason of his illness or unavailability shall not affect his right to receive such payments during such period. Employee shall not be required to render any reports to the Corporation, nor shall he be required to observe any regular office hours in connection with the provisions of this Paragraph 12.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and Employee has hereunto set his hand and seal on the day and year first above written.

CORPORATION: Cabrini Health Care Center
Columbus Hospital

EMPLOYEE: Angelo Taranta
Angelo Taranta, M.D.

(sgn) Vincent Tassaro

EXHIBIT F

Online at: www.mlol.ml.com

FAO DR. GUIDO PADULA
300 RECTOR PL # 5Q
NEW YORK NY 10280-1419

Account Number: 855-07N58
*** * Duplicate Copy * ***

24-Hour Assistance: (800) MERRILL
Access Code: 92-855-07658

TOTAL MERRILL

Net Portfolio Value: $95,084.15

Your Financial Advisor:
JOSETTE L GREECHAN
360 HAMILTON AVE 8TH FL
WHITE PLAINS NY 10601
josette_greechan@ml.com
(914) 682-5548

EMA® ACCOUNT

March 01, 2007 - March 30, 2007

ASSETS

	March 30	*February 28*
Cash/Money Accounts	27.74	27.71
Fixed Income	-	-
Equities	-	-
Mutual Funds	95,056.41	94,029.83
Options	-	-
Other	-	-
Subtotal (Long Portfolio)	95,084.15	94,057.54
TOTAL ASSETS	$95,084.15	$94,057.54

LIABILITIES

Debit Balance	-	-
Short Market Value	-	-
TOTAL LIABILITIES	-	-
NET PORTFOLIO VALUE	$95,084.15	$94,057.54

CASH FLOW

	This Statement	*Year to Date*
Opening Cash/Money Accounts	$27.71	
CREDITS		
Funds Received	-	-
Electronic Transfers	-	-
Other Credits	-	-
Subtotal	-	-
DEBITS		
Electronic Transfers	-	-
Margin Interest Charged	-	-
Other Debits	-	-
Visa Purchases *(debits)*	-	-
ATM/Cash Advances	-	-
Checks Written/Bill Payment	-	-
Subtotal	-	-
Net Cash Flow	-	-
Dividends/Interest Income	0.03	0.10
Security Purchases/Debits	-	-
Security Sales/Credits	-	-
Closing Cash/Money Accounts	$27.74	
Securities You Transferred In/Out	-	-

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CABRINI MEDICAL CENTER

Account Number: 855-07N58

24-Hour Assistance: (800) MERRILL
Access Code: 92-855-07658

March 01, 2007 - March 30, 2007

YOUR EMA BANK DEPOSIT INTEREST SUMMARY

Money Account Description	Opening Balance	Average Deposit Balance	Current Yield%	Interest on Deposits	Closing Balance
Merrill Lynch Bank USA	27	27	1.38	0.03	27
TOTAL *ML Bank Deposit Program*	27			0.03	27

YOUR EMA ASSETS

CASH/MONEY ACCOUNTS

Description	Quantity	Total Cost Basis	Estimated Market Price	Estimated Market Value	Estimated Annual Income	Est. Annual Yield%
CASH	0.74	0		.74		
ML Bank Deposit Program	27.00	27	1.0000	27.00		1.38
TOTAL		27		27.74		1.37

MUTUAL FUNDS/DEFINED ASSET FUNDS

Description	Quantity	Total Client Investment	Cumulative Investment Return	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Annual Income	Current Yield%
DAVIS NY VENTURE FD A	2,444		95,047	66,314	38.8900	95,047.16	28,732	659	.69
(.2380 FRACTIONAL SHARE)				*N/A*	*38.8900*	9.25	*N/A*		.69
SYMBOL: NYVTX Initial Purchase: REINV									
Subtotal (Equity Funds)			95,047	66,314		95,056.41	28,732	659	.69
TOTAL			95,047	66,314		95,056.41	28,732	659	.69

Total Client Investment: Cost of shares directly purchased and still held. Does not include shares purchased through reinvestment.
Cumulative Investment Return: Estimated Market Value minus Total Client Investment. Cumulative Investment Return is the capital appreciation (depreciation) of all shares purchased, including shares purchased through reinvestment.

Unrealized Gain or (Loss): Estimated Market Value minus Total Cost Basis. Provided for Tax Planning purposes only and is not applicable to retirement accounts "denoted by N/A."
Initial Purchase: Date of your initial investment in this fund.

Market Timing: Merrill Lynch's policies prohibit mutual fund market timing, which involves the purchase and sale of mutual fund shares within short periods of time with the intention of capturing short-term profits resulting from market volatility. Market timing may result in lower returns for long-term fund shareholders because market timers capture short-term gains that would otherwise pass to all shareholders and due to increased transaction costs and fewer assets for investment due to the need to retain cash to satisfy redemptions.

YOUR EMA ASSETS

LONG PORTFOLIO	Adjusted/Total Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income	Current Yield%
TOTAL	66,342	**95,084.15**	28,732		660	.69

Total values exclude N/A items

YOUR EMA TRANSACTIONS

DIVIDENDS/INTEREST INCOME TRANSACTIONS

Date	Transaction Type	Quantity	Description	Income	Income Year To Date
03/30	¤ Bank Interest		BANK DEPOSIT INTEREST	.03	
	Subtotal (Interest)			.03	.10
	NET TOTAL			.03	.10

Merrill Lynch

Agreement Regarding Your Securities Account and Other Important Information
You, the Client, and we, Merrill Lynch, Pierce, Fenner & Smith Inc. (Merrill Lynch), agree as follows:
(1) We will direct your order for a security or option to the marketplace we consider to be the primary market for that security or option.
(2) We will hold bonds and preferred stocks in bulk segregation (except for those held in custodian accounts). In the event of a call for less than an entire issue or series of those securities, the securities to be called will be randomly selected from those held in bulk.
(3) We are not responsible for the loss or destruction of securities that are placed in the custody of a non-U.S. bank or broker or other custodian, and are lost or destroyed as a result of war, civil commotion, enemy action, government acts or any other causes beyond the control of the depository or us.
(4) This statement of account shall be deemed conclusive if not objected to within ten (10) days.
(5) We receive a fee from ISA® banks of up to 2% per annum of the average daily balances. We receive a fee from our affiliated banks of up to $30 per annum for each retirement account and $65 per annum for each non-retirement account that sweeps balances to the banks under the RASP℠ and ML bank deposit programs.
(6) You will have the right to vote full shares, and we may solicit instructions concerning the voting of full shares held in your account. The voting shares in your account will be governed by the rules and policies of the New York Stock Exchange and the Securities and Exchange Commission then in effect, or other applicable exchanges or regulatory provisions.
(7) This statement serves as a confirmation of purchases that result from automatic reinvestment transactions, as well as your AIPS transactions, during the statement period.
(8) As an option client, please advise us promptly of any material change in your investment objectives or financial condition. Individual options commission charges have been included in your confirmation; a summary of this information will be made available to you upon request.
(9) All transactions in your account are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and its clearinghouse, if any, where the transactions are executed, and if not executed on any exchange, the National Association of Securities Dealers, Inc.
(10) We trade for our own accounts as an odd lot dealer, a block positioner and/or arbitrageur. At the time of any transaction in your account, we or an affiliate may have a long or short position in the same security, and our positions may be completely or partially hedged.
(11) We can use your free credit balance in our business and such funds are not segregated. You have the right to receive, in the normal course of business, any free credit balance and any fully paid securities to which you are entitled, subject to any open commitments in any of your accounts.
(12) Merrill Lynch's financial statement is available for your inspection at our office, or a copy will be mailed upon request to: Merrill Lynch, WFC-NT, New York, N.Y. 10281.
(13) If this statement is for a margin account, it is a combined statement of your margin account and special memorandum account maintained for you pursuant to applicable regulations. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request. You should retain this statement for use with your next statement to calculate interest charges, if any, for the period covered by this statement. The interest charge period will parallel the statement period, except that interest due for the final day of the statement period will be carried over and appear on your next statement.
(14) The Securities Investor Protection Corporation (SIPC) and our excess-SIPC bond do not cover assets that are not securities or assets that are not held at Merrill Lynch, such as cash on deposit at Merrill Lynch Bank USA, Merrill Lynch Bank & Trust Co., FSB or other depository institutions. Those deposits are protected by the Federal Deposit Insurance Corporation. Merrill Lynch is not a bank. Unless otherwise disclosed, investments through Merrill Lynch ARE NOT FDIC-INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.
(15) Merrill Lynch bears no responsibility or liability with respect to independent research selected by the Independent Consultant under the Global Research Settlement. Clients assume full responsibility for any trading decisions they make based upon such independent research ratings or reports.
Prices and Valuations
While we believe our pricing information to be reliable, we cannot guarantee its accuracy.
Managed Trust Units: Information is based on data from the Merrill Lynch Trust Company or its agent. Neither the Trust nor its units are held in your Merrill Lynch account and are not subject to SIPC.
Cost Data/Realized Capital Gains & Losses: Cost data and Realized Capital Gains/Losses are provided for informational purposes only. Please review for accuracy. Merrill Lynch is not responsible for omitted or restated data. Please consult your tax advisor to determine the tax consequences of your securities transactions. Your statement is not an official accounting of gains/losses, and Merrill Lynch does not report gains/losses to the I.R.S. Please refer to your records, trade confirmations, and the Consolidated Tax Reporting Statement (Form 1099).
Fixed-Income Securities: Values on your statement generally are based on estimates, which are obtained from various sources. The values often vary from prices achieved in actual transactions, especially for thinly traded securities, and are not firm bids or offers. The values assume no unusual market conditions and are generally for transactions of $1 million or more, which often have more favorable pricing than transactions in smaller amounts. Accordingly, you may pay more than the values if you purchase securities, or receive less if you sell securities.
Insurance Policies: Information is based on data from the insurer that issued the policy. Merrill Lynch is not responsible for the calculation of policy values. Policies are generally not held in your Merrill Lynch account. If Merrill Lynch as custodian or trustee holds a policy that is a security, SIPC protection and excess-SIPC protection applies.
Est. Annual Yield%: An annualized yield based on rates for the statement month. Current yields may be higher or lower.
Symbols and Abbreviations

¤	Interest reported to the IRS.	N/A	Value and/or cost data not available.
*	Gross Proceeds reported to the IRS.	N/C	Not-Calculated.
"	Dividends reported to the IRS.	N/N	Non-negotiable securities.
.	Transactions reported to the IRS.	N/O	Held registered in your name.
OCC	Options Clearing Corporation.	N/O CUST	Non-negotiable Custodian Registration.
#	Transaction you requested required same-day payment - Merrill Lynch retained last day's dividend to offset cost of advancing payment on your behalf.		
RD	Bonds are changeable from coupon to registered and vice versa without charge.		
RC	Bonds registered for both principal and interest.		
↑↓	Indicates that our global securities research division has upgraded(↑) or downgraded(↓) its fundamental opinion on a security.		

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*********AUTO** MIXED AADC 088
L83728 0011162 T80 P6 0.563
FAO DR. GUIDO PADULA
300 RECTOR PL # 5Q
NEW YORK NY 10280-1419

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7617 0075764 011162

EXHIBIT G

Online at: www.mlol.ml.com

FAO DR. DANIELE SALVIONI
140 7TH AVE # 6N
NEW YORK NY 10011-1838

Account Number: 855-07N57
* * Duplicate Copy * *

24-Hour Assistance: (800) MERRILL
Access Code: 92-855-07657

TOTAL MERRILL

Net Portfolio Value: $598,683.80

Your Financial Advisor:
JOSETTE L GREECHAN
360 HAMILTON AVE 8TH FL
WHITE PLAINS NY 10601
josette_greechan@ml.com
(914) 682-5548

EMA® ACCOUNT

September 30, 2006 - October 31, 2006

ASSETS

	October 31	September 29
Cash/Money Accounts	29.57	0.17
Fixed Income	-	-
Equities	-	-
Mutual Funds	598,654.23	579,866.69
Options	-	-
Other	-	-
Subtotal (Long Portfolio)	598,683.80	579,866.86
TOTAL ASSETS	**$598,683.80**	**$579,866.86**

LIABILITIES

Debit Balance	-	-
Short Market Value	-	-
TOTAL LIABILITIES	-	-
NET PORTFOLIO VALUE	**$598,683.80**	**$579,866.86**

CASH FLOW

	This Statement	Year to Date
Opening Cash/Money Accounts	$0.17	
CREDITS		
Funds Received	-	-
Electronic Transfers	-	-
Other Credits	-	-
Dividends/Interest	-	-
Security Transactions	37.40	268,284.81
TOTAL CREDITS	**$37.40**	**$268,284.81**
DEBITS		
Electronic Transfers	-	-
Margin Interest Charged	-	-
Other Debits	(8.00)	(268,255.76)
Visa Purchases *(debits)*	-	-
ATM/Cash Advances	-	-
Checks Written/Bill Payment	-	-
Security Transactions	-	-
TOTAL DEBITS	**($8.00)**	**($268,255.76)**
Net Cash Flow	**$29.40**	**$29.05**
Closing Cash/Money Accounts	**$29.57**	

CABRINI MEDICAL CENTER

Account Number: 855-07N57

24-Hour Assistance: (800) MERRILL
Access Code: 92-855-07657

YOUR EMA ASSETS

September 30, 2006 - October 31, 2006

CASH/MONEY ACCOUNTS

Description	Quantity	Total Cost Basis	Estimated Market Price	Estimated Market Value	Estimated Annual Income	Est. Annual Yield%
CASH	29.57	29		29.57		

MUTUAL FUNDS/DEFINED ASSET FUNDS

Description	Quantity	Total Client Investment	Cumulative Investment Return	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Annual Income	Current Yield%
DAVIS NY VENTURE FD A	13,060		485,962	353,168	37.2100	485,962.60	132,794	3,526	.72
(.5310 FRACTIONAL SHARE)	3,028			N/A	37.2100	112,671.88	N/A	817	.72
SYMBOL: NYVTX Initial Purchase: REINV				N/A	37.2100	19.75	N/A		.72
Subtotal (Equity Funds)			485,962	353,168		598,654.23	132,794	4,343	.73
TOTAL			485,962	353,168		598,654.23	132,794	4,343	.73

Total Client Investment: Cost of shares directly purchased and still held. Does not include shares purchased through reinvestment.
Cumulative Investment Return: Estimated Market Value minus Total Client Investment. Cumulative Investment Return is the capital appreciation (depreciation) of all shares purchased, including shares purchased through reinvestment.

Unrealized Gain or (Loss): Estimated Market Value minus Total Cost Basis. Provided for Tax Planning purposes only and is not applicable to retirement accounts "denoted by N/A."
Initial Purchase: Date of your initial investment in this fund.

Market Timing: Merrill Lynch's policies prohibit mutual fund market timing, which involves the purchase and sale of mutual fund shares within short periods of time with the intention of capturing short-term profits resulting from market volatility. Market timing may result in lower returns for long-term fund shareholders because market timers capture short-term gains that would otherwise pass to all shareholders and due to increased transaction costs and fewer assets for investment due to the need to retain cash to satisfy redemptions.

Effective October 2006, Merrill Lynch Investment Managers, L.P. (MLIM) combined with BlackRock, Inc. As a result of the transaction, MLIM investments were rebranded BlackRock. For more information please contact your Financial Advisor or call (800) MERRILL.

LONG PORTFOLIO

	Adjusted/Total Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)	Estimated Accrued Interest	Estimated Annual Income	Current Yield%
TOTAL	353,198	598,683.80	132,794		4,343	.73

Total values exclude N/A items

a

CABRINI MEDICAL CENTER

Account Number: 855-07N57

TOTAL MERRILL

YOUR EMA TRANSACTIONS

September 30, 2006 - October 31, 2006

SECURITY TRANSACTIONS

Date	Description	Transaction Type	Quantity	Unit Price	Debit	Credit	Accrued Interest Earned/(Paid)
10/31	DAVIS NY VENTURE FD A UNSOLICITED ORDER PRICE 37.400000	Sale	-1	37.4000		37.40	
	Subtotal (Sales)					37.40	
	TOTAL					37.40	

REALIZED GAINS/(LOSSES)

Description	Quantity	Acquired Date	Liquidation Date	Sales Price	Cost Basis	Gains/(Losses) * This Statement	Gains/(Losses) * Year to Date
DAVIS NY VENTURE FD A	1.0000	N/A	10/26/06	37.40	N/A	N/A	
TOTAL							

* - Excludes transactions for which we have insufficient data

N/A - Results which cannot be calculated because of insufficient data are reflected by an N/A entry in the capital gain or (loss) column and are not included in the realized capital gain and loss summary.

CASH/OTHER TRANSACTIONS

Date	Transaction Type	Quantity	Description	Debit	Credit
10/31	Annual Charge		EMA ANNUAL FEE	8.00	
	Subtotal (Other Debits/Credits)			8.00	
	NET TOTAL			8.00	

EXHIBIT H

Merrill Lynch

EMA Fiscal Statement

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FAO DR ANGELO TARANTA
100 BAY PL
OAKLAND CA 94610-4448

YOUR FINANCIAL ADVISOR:
JOSETTE L GREECHAN
FA # 7617
(800) 284-4433

212 945 7459

March 30

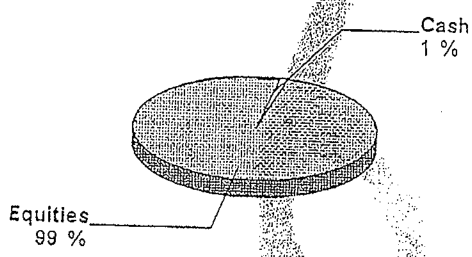
For Client Service Questions Call:
1-800-MERRILL (1-800-637-7455)

Office Serving Your Account:
360 HAMILTON AVE 8TH FL
WHITE PLAINS NY 10601

phone & inquire

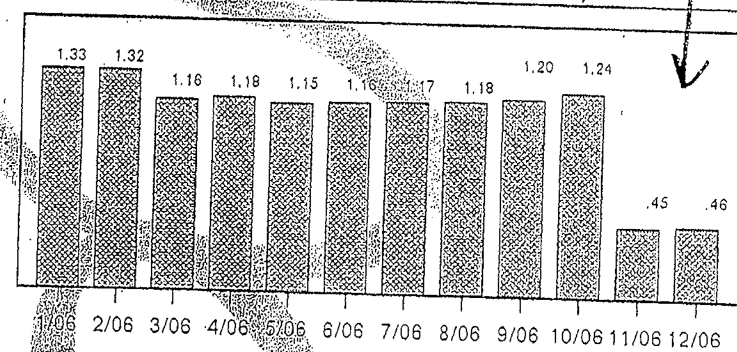
Account Value as of December 31, 2006
$455,566.19

Asset Allocation Summary



* May not reflect all holdings

Total Value Comparison (in $ Millions)



Realized Capital Gain and Loss Summary*

	Current Fiscal Year (12/06)	Prior Fiscal Year (12/05)
Short Term	0.00	0.00
Long Term	21,628.26	0.00

* - Excludes transactions for which we have insufficient data.

Unrealized Capital Gain and Loss Summary*

	Current Fiscal Year (12/06)	Prior Fiscal Year (12/05)
Short Term	0.00	0.00
Long Term	134,699.00	90,957.00

* - Excludes transactions for which we have insufficient data.

PLEASE SEE REVERSE SIDE

02732891

Statement Period
Year Ending 12/31/06

Account No.
855-07N61

8500792100236700001 No Selects

Merrill Lynch

EMA Fiscal Statement

Total Account Value As Of 12/31/06 — $455,566.19

FAO DR ANGELO TARANTA
100 BAY PL
OAKLAND CA 94610-4448

Your Financial Advisor:
JOSETTE L GREECHAN
FA # 7617
(800) 284-4433

Your Merrill Lynch Office:
360 HAMILTON AVE 8TH FL
WHITE PLAINS NY 10601

FOR CUSTOMER SERVICE QUESTIONS: 1-800-MERRILL (1-800-637-7455)

ACTIVITY SUMMARY

	Fiscal Year Value 12/06
Credits	
Sales	1,004,269.15
Income	3,173.89
Funds Received	0.00
Electronic Tfrs	0.00
Other Credits	0.00
Total Credits	1,007,443.04
Debits	
Purchases	0.00
Withdrawals	1,004,269.16
Electronic Tfrs	0.00
Fees	150.00
Checks	0.00
Visa Transactions	0.00
Interest Charged	0.00
Other Debits	3,170.45
Total Debits	1,007,589.61
Net Activity	(146.57)

ANNUAL PORTFOLIO SUMMARY

	Fiscal Year Value 12/31/06	Current Portfolio Cost Basis	Unrealized Gains/(Losses)
Cash/Money/Accounts	5.60	5.60	0.00
CD's/Equivalents	0.00	0.00	0.00
Government Securities	0.00	0.00	0.00
Corporate Bonds	0.00	0.00	0.00
Municipal Bonds	0.00	0.00	0.00
Equities	0.00	0.00	0.00
Mut Funds/Def Assets	455,560.59	320,838.13	134,699.00
Options	0.00	0.00	0.00
Other	0.00	0.00	0.00
Long Market Value	455,566.19	320,843.73	134,699.00
Short Market Value	0.00	0.00	0.00
Debit Balance	0.00	0.00	0.00
Estimated Accrued Int	0.00	0.00	0.00
Net Portfolio Value	455,566.19	320,843.73	134,699.00

INCOME SUMMARY

	Current Year (12/06)
Interest	3.44
Dividends	3,170.45
Total	3,173.89
Accrued Interest Earned	0.00
Accrued Interest Paid	0.00

PLEASE NOTE:

- This fiscal year end statement is for information purposes and should be used in conjunction with your monthly statements. This statement does not reflect any pending trades or dividend reclassifications. Please consult your tax advisor regarding any tax planning and reporting requirements.

Merrill Lynch

FAO DR ANGELO TARANTA

EMA Fiscal Statement

MONTHLY ACTIVITY SUMMARY

	1 /06	2 /06	3 /06	4 /06	5 /06	6 /06
Credits						
Sales	0.00	0.00	186,269.14	0.00	0.00	0.00
Income	0.45	0.40	0.47	0.43	0.54	0.51
Funds Received	0.00	0.00	0.00	0.00	0.00	0.00
Electronic Tfrs	0.00	0.00	0.00	0.00	0.00	0.00
Other Credits	0.00	0.00	0.00	0.00	0.00	0.00
Total Credits	0.45	0.40	186,269.61	0.43	0.54	0.51
Debits						
Purchases	0.00	0.00	0.00	0.00	0.00	0.00
Withdrawals	0.00	0.00	186,269.16	0.00	0.00	0.00
Electronic Tfrs	0.00	0.00	0.00	0.00	0.00	0.00
Fees	0.00	0.00	0.00	0.00	0.00	0.00
Checks	0.00	0.00	0.00	0.00	0.00	0.00
Visa Transactions	0.00	0.00	0.00	0.00	0.00	0.00
Interest Charged	0.00	0.00	0.00	0.00	0.00	0.00
Other Debits	0.00	0.00	0.00	0.00	0.00	0.00
Total Debits	0.00	0.00	186,269.16	0.00	0.00	0.00
Net Activity	0.45	0.40	0.45	0.43	0.54	0.51

	7 /06	8 /06	9 /06	10/06	11/06	12/06	TOT
Credits							
Sales	0.00	0.00	0.00	0.00	818,000.01	0.00	1,004,26
Income	0.53	0.07	0.01	0.01	0.01	3,170.46	3,17
Funds Received	0.00	0.00	0.00	0.00	0.00	0.00	
Electronic Tfrs	0.00	0.00	0.00	0.00	0.00	0.00	
Other Credits	0.00	0.00	0.00	0.00	0.00	0.00	
Total Credits	0.53	0.07	0.01	0.01	818,000.02	3,170.46	1,007,44
Debits							
Purchases	0.00	0.00	0.00	0.00	0.00	0.00	
Withdrawals	0.00	0.00	0.00	0.00	818,000.00	0.00	1,004,26
Electronic Tfrs	0.00	0.00	0.00	0.00	0.00	0.00	
Fees	0.00	150.00	0.00	0.00	0.00	0.00	15
Checks	0.00	0.00	0.00	0.00	0.00	0.00	
Visa Transactions	0.00	0.00	0.00	0.00	0.00	0.00	
Interest Charged	0.00	0.00	0.00	0.00	0.00	0.00	
Other Debits	0.00	0.00	0.00	0.00	0.00	3,170.45	3,17
Total Debits	0.00	150.00	0.00	0.00	818,000.00	3,170.45	1,007,58
Net Activity	0.53	(149.93)	0.01	0.01	0.02	0.01	(14

Statement Period Year Ending 12/31/06

Account No. 855-07N61

Merrill Lynch

FAO DR ANGELO TARANTA

EMA Fiscal Statement

MONTHLY PORTFOLIO SUMMARY

	1 /06	2 /06	3 /06	4 /06	5 /06	6 /06
Cash/Money Accounts	152.62	153.02	153.47	153.90	154.44	154.95
CD's/Equivalents	0.00	0.00	0.00	0.00	0.00	0.00
Government Securities	0.00	0.00	0.00	0.00	0.00	0.00
Corporate Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Municipal Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Equities	0.00	0.00	0.00	0.00	0.00	0.00
Mut Funds/Def Assets	1,329,264.97	1,324,622.60	1,157,677.93	1,178,315.08	1,151,020.78	1,157,677.93
Options	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
Long Market Value	1,329,417.59	1,324,775.62	1,157,831.40	1,178,468.98	1,151,175.22	1,157,832.88
Short Market Value	0.00	0.00	0.00	0.00	0.00	0.00
Debit Balance	0.00	0.00	0.00	0.00	0.00	0.00
Estimated Accrued Interest	0.00	0.00	0.00	0.00	0.00	0.00
Net Portfolio Value	1,329,417.59	1,324,775.62	1,157,831.40	1,178,468.98	1,151,175.22	1,157,832.88

	7/06	8 /06	9 /06	10/06	11/06	12/06
Cash/Money Accounts	155.48	5.55	5.56	5.57	5.59	5.60
CD's/Equivalents	0.00	0.00	0.00	0.00	0.00	0.00
Government Securities	0.00	0.00	0.00	0.00	0.00	0.00
Corporate Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Municipal Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Equities	0.00	0.00	0.00	0.00	0.00	0.00
Mut Funds/Def Assets	1,168,662.22	1,177,649.37	1,199,617.96	1,238,562.27	0.00	0.00
Options	0.00	0.00	0.00	0.00	446,329.11	455,560.59
Other	0.00	0.00	0.00	0.00	0.00	0.00
Long Market Value	1,168,817.70	1,177,654.92	1,199,623.52	1,238,567.84	0.00	0.00
Short Market Value	0.00	0.00	0.00	0.00	446,334.70	455,566.19
Debit Balance	0.00	0.00	0.00	0.00	0.00	0.00
Estimated Accrued Interest	0.00	0.00	0.00	0.00	0.00	0.00
Net Portfolio Value	1,168,817.70	1,177,654.92	1,199,623.52	1,238,567.84	446,334.70	455,566.19

Merrill Lynch

EMA Fiscal Statement

FAO DR ANGELO TARANTA

CURRENT PORTFOLIO SUMMARY

Quantity	Security Description	Date Acquired	Total/Adj Cost Basis	Fiscal Year Value 12/31/06	Unrealized Gain or (Loss)	Est Accrued Interest	Est Ann Inco
	Cash and Money Funds						
5	CASH ML Bank Deposit Program	01/14/02	0.60 5.00	0.60 5.00			
	Total Cash and Money Funds		5.60	5.60			

CURRENT PORTFOLIO SUMMARY

Quantity	Security Description	Date Acquired	Total/Adj Cost Basis	Fiscal Year Value 12/31/06	Unrealized Gain or (Loss)	Est Anni Inco
	Mutual Funds and Defined Assets					
11,826	DAVIS NY VENTURE FD A (.5990 FRACTIONAL SHARE)	12/04/00 12/04/00	320,838.13	455,537.52 23.07	134,699.00	3,19
	Total Mutual Funds and Defined Assets		320,838.13	455,560.59	134,699.00	3,19

Merrill Lynch

FAO DR ANGELO TARANTA

EMA Fiscal Statement

FISCAL YEAR ACTIVITY

Date	Transaction	Quantity	Description	Price	Debit	Credit
			Security Transactions			
03/06/06	Journal Entry	-1	DAVIS NY VENTURE FD A FULL SHARE ACCUM SHARE VALUE $34.24			
03/06/06	Sale	-5,400	DAVIS NY VENTURE FD A FRAC SHR QUANTITY .671 UNSOLICITED ORDER	34.49		186,269.14CR
11/22/06	Sale	-21,543	DAVIS NY VENTURE FD A FRAC SHR QUANTITY .324 UNSOLICITED ORDER	37.97		818,000.01CR
12/05/06	Divd Reinv	84	DAVIS NY VENTURE FD A REINV AMOUNT $3170.45 REINV PRICE $37.66000			
			Net Total			1,004,269.15
			Dividends and Interest			
09/29/06	Bank Interest		BANK DEPOSIT INTEREST			0.01
10/31/06	Bank Interest		BANK DEPOSIT INTEREST			0.01
11/30/06	Bank Interest		BANK DEPOSIT INTEREST			0.01
12/29/06	Bank Interest		BANK DEPOSIT INTEREST			0.01
			Sub Total			.04
01/31/06	Bank Interest		BANK DEPOSIT INTEREST			0.45
02/28/06	Bank Interest		BANK DEPOSIT INTEREST			0.40
03/31/06	Bank Interest		BANK DEPOSIT INTEREST			0.47
04/28/06	Bank Interest		BANK DEPOSIT INTEREST			0.43
05/31/06	Bank Interest		BANK DEPOSIT INTEREST			0.54
06/30/06	Bank Interest		BANK DEPOSIT INTEREST			0.51
07/31/06	Bank Interest		BANK DEPOSIT INTEREST			0.53
08/31/06	Bank Interest		BANK DEPOSIT INTEREST			0.07
			Sub Total			3.40

Merrill Lynch

FAO DR ANGELO TARANTA

EMA Fiscal Statement

FISCAL YEAR ACTIVITY

Date	Transaction	Quantity	Description	Price	Debit	Credit
12/05/06	Dividend		DAVIS NY VENTURE FD A			3,170.4
			Net Total			3,173.8
			Funds Received/Withdrawals			
03/07/06	Withdrawal		CK C 53210-46254		186,269.16	
11/22/06	Withdrawal		CK A 53214-78214		818,000.00	
			Net Total		1,004,269.16	
			Other Activity			
12/05/06	Reinvestment		DAVIS NY VENTURE FD A		3,170.45	
			Net Total		3,170.45	
			Fees			
08/03/06			EMA ANNUAL FEE		150.00	
			Net Total		150.00	

REALIZED CAPITAL GAIN AND LOSS SUMMARY

Quantity	Security Description	Date of Acquisition	Date of Liquidation	Sale Price	Cost Basis	Gain or (Los
5,400.6710	DAVIS NY VENTURE FD A	07/23/98	03/01/06	186,269.14	N/A	N/C
19,506.3240	DAVIS NY VENTURE FD A	07/23/98	11/17/06	740,655.10	N/A	N/C
133.0000	DAVIS NY VENTURE FD A	12/03/99	11/17/06	5,050.01	3,662.82	1,387.1
1,250.0000	DAVIS NY VENTURE FD A	12/03/99	11/17/06	47,462.50	34,425.00	13,037.5
6.0000	DAVIS NY VENTURE FD A	12/03/99	11/17/06	227.82	165.24	62.5
648.0000	DAVIS NY VENTURE FD A	12/04/00	11/17/06	24,604.58	17,463.59	7,140.9

Merrill Lynch — **EMA Fiscal Statement**

FAO DR ANGELO TARANTA

Agreement Regarding Your Securities Account and Other Important Information
You the Client, and we, Merrill Lynch, Pierce, Fenner & Smith Inc., agree as follows:
(1) We will direct your order for a multi-listed security or option to the market place we consider to be the primary market for that security, unless you give us specific instructions to direct the order elsewhere.
(2) We will hold bonds and preferred stocks in bulk segregation (except for those held in custodian accounts). In the event of a call for less than an entire issue or series of those securities, the securities to be called will be automatically selected on a random basis from those held in bulk. The probability that your holdings will be selected is proportional to the amount of your holdings relative to those of other customers.
(3) If you have any obligations to us we can, subject to applicable rules and regulations of regulatory bodies, without notifying you, take any of the following actions with any or all securities in your account, including securities you may acquire or deposit to secure your account.
* We can pledge, repledge, hypothecate, or rehypothecate the securities. They may be commingled with securities carried for the accounts of other customers.
* We can lend the securities.
* We can deliver the securities on contracts for other customers even if we do not have in our possession and control a like amount of similar securities for delivery.
We can take any of these actions until you have discharged all your obligations to us. The amount involved in these actions may be more or less than the amount you owe us.
(4) We are not responsible for the loss or destruction of securities that are placed in the custody of a foreign bank or broker or other custodian, and are lost or destroyed as a result of war, civil commotion, enemy action, government acts or any other causes beyond the control of the depository or us.
(5) This statement of account shall be deemed conclusive if not objected to within ten (10) days.
(6) We can transfer your account to anyone by assignment, merger, consolidation or otherwise, unless you give us written notice to the contrary at the time. This agreement will inure to the benefit of anyone to whom we transfer the accounts. Nothing contained in this paragraph shall affect your right to transfer your account under NYSE Rule 412.

Insurance
We are a member of the Securities Investor Protection Corporation (SIPC). The securities held in your account are covered by SIPC protection and excess-SIPC protection obtained by Merrill Lynch. For detail refer to the Program Description for your account, if applicable, or speak with your Financial Advisor. We are not a bank, and the securities offered by us, unless otherwise indicated, are not backed or guaranteed by any bank nor are they insured by the FDIC.

Other Important Information
(1) Depository institutions participating in the ISA program and Merrill Lynch Bank USA in the Enhanced CMA 2.0 program pay us a fee up to 2% per annum of the average daily depository account balances in each program respectively.
(2) You will have the right to vote full shares, and we will solicit instructions concerning the voting of full shares held in your account. If such instructions are not received by us on a timely basis, the voting shares in your account will be governed by the rules and policies of the New York Stock Exchange and the Securities and Exchange Commission then in effect.

Other Important Information (Continued)
(3) This statement serves as a confirmation of purchases that result from automatic re-investment transactions as well as your AIPS transactions, during the statement period.
(4) Insurance policy information is based on data from the insurer that issued the policy. Merrill Lynch is not responsible for the calculation of policy values. Policies are generally not held in your Merrill Lynch account. If Merrill Lynch as custodian or trustee holds a policy that is a security, SIPC protection and excess SIPC protection applies.
(5) As an option customer, please advise your Financial Advisor promptly of any material change in your investment objectives or financial condition. Individual options commission charges have been included in your confirmation; however, a summary of this information will be made available to you upon request.
(6) Our financial statement is available for your personal inspection at our office, or a copy of it will be mailed upon your written request.

Special Note: If your records differ from this information, please notify your Financial Advisor in writing with a copy of the statement noting the discrepancy and, if appropriate, any necessary adjustments will be made.

WCMA Loan Account Activity
Reports important information from Merrill Lynch Business Financial Services Inc. (MLBFS,Inc.) through which the WCMA Line of Credit is made available. Includes information on your Line of Credit, Loan Balance, Loan Subject to Interest, and Loan Interest Charged. Interest charges accrue daily during the statement period with each day being deemed to constitute 1/360 of year. Refer to the WCMA Agreement and documents required by MLBFS for details.

Managed Trust Units
Information for RCMA for Business Retirement Plan clients on units of the Merrill Lynch GIC Managed Trust is reported from information supplied by the Merrill Lynch Trust Company or its agent. Neither the Trust nor its units are held in your Merrill Lynch, Pierce, Fenner & Smith Inc. account and therefore, are not subject to SIPC protection. An annual report will be furnished separately.

Merrill Lynch Pierce Fenner & Smith Inc.
World Financial Center
North Tower
New York, N.Y. 10281-1332
Member, Securities Investor Protection Corporation (SIPC)

EXHIBIT I

Merrill Lynch EMA ACCOUNT

*********AUTO**MIXED AADC 088
248558 0003192 T25 P60 0.534
FAO DR. MANNUCCIO MANNUCCI
21 E 90TH ST
NEW YORK NY 10128-0654

Total Account Value As Of 03/31/2004 **$712,493.65**

** Duplicate Copy **

YOUR FINANCIAL ADVISOR:
JOSETTE L GREECHAN
Josette_Greechan@ml.com
(914) 682-5548

Your Merrill Lynch Office:
360 HAMILTON AVE 8TH FL
WHITE PLAINS NY 10601

FOR CUSTOMER SERVICE QUESTIONS:
1-800-MERRILL (1-800-637-7455)

Review Your Statement Online at:
www.mlol.ml.com

Portfolio Summary

Asset	02/27/04 Value	%	03/31/04 Value	%
Cash/Money Accounts	54	*	54	*
CD's/Equivalents				
Government & Agency				
Corporate Bonds				
Municipal Bonds				
Equities				
Mutual Funds	724,383	100	712,438	100
Options				
Other				
*-Less than 1 %				
Long Market Value	724,437		712,492	
Short Market Value				
Estimated Accrued Interest				
Debit Balance				
Net Portfolio Value	724,438		712,493	

Income Summary

	This Statement	Year-to-Date
Tax-Exempt Funds		
Tax-Exempt Interest		
Reportable Interest	.02	12.02
Reportable Dividends		
Income Not Reported		
Total	.02	12.02

Items for Attention

Security	Message	Date
	No Items For Attention	

Purchasing Power 54

NEWS

Financial Market Indicators

	This Statement	Last Statement	Previous Year-End
S&P 500	1126.21	1144.94	1111.92
Three-Month Treasury Bills	.94%	.94%	.92%
Long-Term Treasury Bonds	4.77%	4.84%	5.08%
One-Month LIBOR	1.09%	1.09%	1.12%
NASDAQ	1994.22	2029.82	2003.37

Merrill Lynch EMA Account

Cash Flow Summary

Activity Summary	This Statement	Year-to-Date
Opening Balance Cash & Money Accounts	54.78	
Net Credits & Debits	.02	54.01
Closing Balance Cash & Money Accounts	54.80	

Credits	This Statement	Year-to-Date
Sales		75,849.92
Income	.02	12.02
Funds Received		42.00
Electronic Tfrs		
Other		
Total Credits	.02	75,903.94

Debits	This Statement	Year-to-Dat
Purchases		
Withdrawals		75,849.9
Electronic Tfrs		
Other		
Total Debits		75,849.9:

Bank Deposit Interest Summary

Money Account Description	Opening Balance	Average Deposit Balance	Current Yield %	Interest on Deposits	Closing Balance
Merrill Lynch Bank USA	54	54	.36	0.02	54
Total ML Bank Deposit Program	54			0.02	54

Current Portfolio

Quantity	Security Description	Date Acquired	Adjust/Unit Cost Basis	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Accrued Interest	Estimated Annual Income	Current Yield %
Cash and Money Accounts										
54	ML Bank Deposit Program		1.00	54	1.00	54				.36

Current Portfolio

Quantity	Security Description	Total Client Investment	Cumulative Investment Return	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Annual Income	Current Yield %
Mutual Funds and Defined Asset Funds									
Equity Funds									
4,204	DAVIS NY VENTURE FD A								
20,680	DAVIS NY VENTURE FD A		$120,360	112,591	28.63	120,360	7,764	777	.64
	(.3470 FRACTIONAL SHARE)			N/A	28.63	592,068	N/A	3,825	.64
	INITIAL PURCHASE: REINV			N/A	28.63	9	N/A		.64
Total Equity Funds			$120,360	112,591		712,438	7,764	4,603	.65

21 E H ST

Merrill Lynch EMA ACCOUNT

Current Portfolio

Quantity	Security Description	Total Client Investment	Cumulative Investment Return	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Annual Income	Current Yield %
Total Funds			$120,360	112,591		712,438	7,764	4,603	.65
Total of Long Portfolio				112,645*		712,492	7,764 *	4,603	.65

TOTAL CLIENT INVESTMENT: Cost of shares directly purchased and still held. Does not include shares purchased through reinvestment.
CUMULATIVE INVESTMENT RETURN: Estimated Market Value minus Total Client Investment. Cumulative Investment Return is the capital appreciation (depreciation) of all shares purchased, including shares purchased through reinvestment.

UNREALIZED GAIN or (LOSS): Estimated Market Value minus Total Cost Basis. Provided for Tax Planning purposes only and is not applicable to retirement accounts "denoted by N/A
INITIAL PURCHASE: Date of your initial investment in this fund.

* - Excludes N/A Items

Statement Activity

Date	Transaction	Quantity	Description	Price	Debit	Credit
Dividends and Interest						
03/31	¤ Bank Interest		BANK DEPOSIT INTEREST			.02
Net Total						.02

Customer Service For information about your account, please call 1-800-Merrill (1-800-637-7455). To report Lost or Stolen Visa Cards or checks, please call 1-800-262-5678. When requested, enter your Access Code 92-855-07659.

21 E 90TH ST

Agreement Regarding Your Securities Account and Other Important Information

You, the Client, and we, Merrill Lynch, Pierce, Fenner & Smith Inc. (Merrill Lynch), agree as follows:

(1) We will direct your order for a security or option to the marketplace we consider to be the primary market for that security or option.

(2) We will hold bonds and preferred stocks in bulk segregation (except for those held in custodian accounts). In the event of a call for less than an entire issue or series of those securities, the securities to be called will be randomly selected from those held in bulk.

(3) We are not responsible for the loss or destruction of securities that are placed in the custody of a non-U.S. bank or broker or other custodian, and are lost or destroyed as a result of war, civil commotion, enemy action, government acts or any other causes beyond the control of the depository or us.

(4) This statement of account shall be deemed conclusive if not objected to within ten (10) days.

(5) We receive a fee from ISA® banks of up to 2% per annum of the average daily balances. In the RASP℠ and ML bank deposit programs, this fee is up to .50% and is paid by our affiliated banks.

(6) You will have the right to vote full shares, and we may solicit instructions concerning the voting of full shares held in your account. The voting shares in your account will be governed by the rules and policies of the New York Stock Exchange and the Securities and Exchange Commission then in effect, or other applicable exchanges or regulatory provisions.

(7) This statement serves as a confirmation of purchases that result from automatic reinvestment transactions, as well as your AIPS transactions, during the statement period.

(8) As an option client, please advise us promptly of any material change in your investment objectives or financial condition. Individual options commission charges have been included in your confirmation; a summary of this information will be made available to you upon request.

(9) All transactions in your account are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and its clearinghouse, if any, where the transactions are executed, and if not executed on any exchange, the National Association of Securities Dealers, Inc.

(10) We trade for our own accounts as an odd lot dealer, a block positioner and/or arbitrageur. At the time of any transaction in your account, we or an affiliate may have a long or short position in the same security, and our positions may be completely or partially hedged.

(11) We can use your free credit balance in our business and such funds are not segregated. You have the right to receive, in the normal course of business, any free credit balance and any fully paid securities to which you are entitled, subject to any open commitments in any of your accounts.

(12) Merrill Lynch's financial statement is available for your inspection at our office, or a copy will be mailed upon request to: Merrill Lynch, WFC-NT, New York, NY 10281.

(13) If this statement is for a margin account, it is a combined statement of your margin account and special memorandum account maintained for you pursuant to applicable regulations. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request. You should retain this statement for use with your next statement to calculate interest charges, if any, for the period covered by this statement. The interest charge period will parallel the statement period, except that interest due for the final day of the statement period will be carried over and appear on your next statement.

(14) The Securities Investor Protection Corporation (SIPC) and our excess-SIPC bond do not cover assets that are not securities or assets that are not held at Merrill Lynch, such as cash on deposit at Merrill Lynch Bank USA, Merrill Lynch Bank & Trust Co. or other depository institutions, and certificates of deposit purchased through Merrill Lynch. Those deposits are protected by the Federal Deposit Insurance Corporation. Merrill Lynch is not a bank. Unless otherwise disclosed, investments through Merrill Lynch ARE NOT FDIC-INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.

Prices and Valuations

While we believe our pricing information to be reliable, we cannot guarantee its accuracy.

Managed Trust Units: Information is based on data from the Merrill Lynch Trust Company or its agent. Neither the Trust nor its units are held in your Merrill Lynch account and are not subject to SIPC.

Insurance Policies: Information is based on data from the insurer that issued the policy. Merrill Lynch is not responsible for the calculation of policy values. Policies are generally not held in your Merrill Lynch account. If Merrill Lynch as custodian or trustee holds a policy that is a security, SIPC protection and excess-SIPC protection applies.

Cost Data/ Realized Capital Gains & Losses: Cost data and Realized Capital Gains/Losses are provided for informational purposes only. Please review for accuracy. Merrill Lynch is not responsible for omitted or restated data. Please consult your tax advisor to determine the tax consequences of your securities transactions. Your statement is not an official accounting of gains/losses, and Merrill Lynch does not report gains/losses to the I.R.S. Please refer to your records, trade confirmations, and the Consolidated Tax Reporting Statement (Form 1099).

Prices and Valuations (Cont.)

Fixed-Income Securities: Market values are estimated values obtained from various sources and may be based on bids, prices within the bid/offer spread, closing prices, a matrix methodology utilizing general market levels, the value of comparable securities and/or analytic models. Pricing estimates do not constitute bids or offers to purchase or sell any security. Actual prices realized at sale, or paid at the t of purchase, may be more or less than the value reflected on the statement.

Symbols and Abbreviations

¤	Interest reported to IRS.		
■	Gross Proceeds reported to the IRS.	N/A	Value and/or cost data not available.
*	Dividends reported to the IRS.	N/C	Not Calculated
:	Transactions reported to IRS.	N/N	Non-negotiable securities.
NOCC	Options Clearing Corporation.	N/O	Held registered in your name.

** Merrill Lynch maintains a fundamental opinion on this company.

\# Transaction you requested required same-day payment - Merrill Lynch retained last day's dividend offset cost of advancing payment on your behalf.

RD Bonds are changeable from coupon to registered and vice versa without charge.

RG Bonds registered for both principal and interest.

(↑↓) Indicates that our global securities research division has upgraded (↑) or downgraded (↓) its fundamental opinion on a security.

N/N N/O Non-negotiable securities held registered in your name.

N/O CUST Non-negotiable Custodian Registration.

NPC Interests in assets not registered in the name of nor held by Merrill Lynch or its nominees held by you or registered in your name with the issuer or its agent. Merrill Lynch does not control or act as custodian. SIPC and excess SIPC protection do not apply. These assets included on this statement solely as a service to you.

Visa foreign currency transactions are converted to U.S. dollars using either a government-mandated ra or a wholesale rate, which VISA increases by 1% and Merrill Lynch increases by 1%; the "Currency Conversion" amount on your statement shows the amount of the 2% increase in the transaction.

Equity Sectors: Global Industry Classification Standard was developed by and is the exclusive property and a service mark of Morgan Stanley Capital Int'l Inc. and Standard & Poor's, a division of the McGraw-Hill Companies, Inc. and is licensed for use by Merrill Lynch.

00003192

**********AUTO**MIXED AADC 088
248558 0003192 T25 P60 0.534
FAO DR. MANNUCCIO MANNUCCI
21 E 90TH ST
NEW YORK NY 10128-0654

21 E 90TH ST

*** END OF STATEMENT ***

EXHIBIT J

Vital Statistics of the United States, 1980

Life Tables

Volume II, Section 6

DHHS Publication No. (PHS) 84-1104

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service
National Center for Health Statistics

Hyattsville, Maryland
May 1984

Table 6-3. Expectation of Life at Single Years of Age, by Race and Sex: United States, 1980

Age	All races			White			All other					
							Total			Black		
	Both sexes	Male	Female	Both sexes	Male	Female	Both sexes	Male	Female	Both sexes	Male	Female
0	73.7	70.0	77.5	74.4	70.7	78.1	69.5	65.3	73.6	68.0	63.7	72.3
1	73.7	70.0	77.4	74.2	70.6	77.9	69.8	65.7	73.9	68.5	64.2	72.7
2	72.7	69.0	76.4	73.3	69.6	76.9	68.9	64.7	73.0	67.6	63.3	71.8
3	71.8	68.1	75.5	72.3	68.7	76.0	68.0	63.8	72.1	66.6	62.3	70.9
4	70.8	67.1	74.5	71.4	67.7	75.0	67.0	62.9	71.1	65.7	61.4	69.9
5	69.8	66.1	73.5	70.4	66.8	74.0	66.1	61.9	70.2	64.7	60.5	69.0
6	68.9	65.2	72.6	69.4	65.8	73.1	65.1	60.9	69.2	63.8	59.5	68.0
7	67.9	64.2	71.6	68.4	64.8	72.1	64.1	60.0	68.2	62.8	58.5	67.0
8	66.9	63.2	70.6	67.5	63.8	71.1	63.1	59.0	67.2	61.8	57.6	66.0
9	65.9	62.2	69.6	66.5	62.8	70.1	62.2	58.0	66.3	60.8	56.6	65.1
10	64.9	61.3	68.6	65.5	61.9	69.1	61.2	57.1	65.3	59.9	55.6	64.1
11	64.0	60.3	67.6	64.5	60.9	68.1	60.2	56.1	64.3	58.9	54.6	63.1
12	63.0	59.3	66.6	63.5	59.9	67.1	59.2	55.1	63.3	57.9	53.6	62.1
13	62.0	58.3	65.7	62.5	58.9	66.2	58.2	54.1	62.3	56.9	52.7	61.1
14	61.0	57.3	64.7	61.6	57.9	65.2	57.3	53.1	61.3	55.9	51.7	60.1
15	60.0	56.4	63.7	60.6	57.0	64.2	56.3	52.2	60.4	55.0	50.7	59.2
16	59.1	55.4	62.7	59.6	56.0	63.2	55.3	51.2	59.4	54.0	49.8	58.2
17	58.1	54.5	61.8	58.7	55.1	62.3	54.4	50.3	58.4	53.0	48.8	57.2
18	57.2	53.6	60.8	57.7	54.2	61.3	53.4	49.3	57.4	52.1	47.9	56.2
19	56.3	52.7	59.8	56.8	53.3	60.3	52.5	48.4	56.5	51.1	46.9	55.3
20	55.3	51.8	58.9	55.9	52.4	59.4	51.5	47.5	55.5	50.2	46.0	54.3
21	54.4	50.9	57.9	54.9	51.5	58.4	50.6	46.6	54.5	49.3	45.2	53.3
22	53.5	50.0	56.9	54.0	50.5	57.4	49.7	45.7	53.6	48.4	44.3	52.4
23	52.5	49.1	56.0	53.1	49.6	56.5	48.8	44.9	52.6	47.5	43.4	51.4
24	51.6	48.2	55.0	52.1	48.7	55.5	47.9	44.0	51.7	46.6	42.5	50.5
25	50.7	47.3	54.0	51.2	47.8	54.5	47.0	43.1	50.7	45.7	41.7	49.5
26	49.7	46.4	53.1	50.3	46.9	53.6	46.1	42.3	49.8	44.8	40.8	48.6
27	48.8	45.4	52.1	49.3	46.0	52.6	45.2	41.4	48.8	43.9	40.0	47.7
28	47.9	44.5	51.1	48.4	45.1	51.6	44.3	40.5	47.9	43.0	39.1	46.7
29	46.9	43.6	50.2	47.4	44.2	50.6	43.4	39.7	47.0	42.1	38.3	45.8
30	46.0	42.7	49.2	46.5	43.2	49.7	42.5	38.8	46.0	41.2	37.4	44.8
31	45.1	41.8	48.2	45.5	42.3	48.7	41.6	38.0	45.1	40.3	36.6	43.9
32	44.1	40.9	47.3	44.6	41.4	47.7	40.7	37.1	44.2	39.4	35.7	43.0
33	43.2	39.9	46.3	43.7	40.4	46.8	39.8	36.2	43.2	38.5	34.9	42.1
34	42.2	39.0	45.4	42.7	39.5	45.8	38.9	35.4	42.3	37.7	34.1	41.1
35	41.3	38.1	44.4	41.8	38.6	44.9	38.0	34.5	41.4	36.8	33.2	40.2
36	40.4	37.2	43.5	40.8	37.6	43.9	37.1	33.7	40.4	35.9	32.4	39.3
37	39.4	36.3	42.5	39.9	36.7	42.9	36.2	32.8	39.5	35.0	31.6	38.4
38	38.5	35.3	41.6	38.9	35.8	42.0	35.4	32.0	38.6	34.2	30.8	37.5
39	37.6	34.4	40.6	38.0	34.9	41.0	34.5	31.2	37.7	33.3	29.9	36.6
40	36.7	33.5	39.7	37.1	34.0	40.1	33.6	30.3	36.8	32.5	29.1	35.7
41	35.7	32.6	38.7	36.1	33.0	33.1	32.8	29.5	35.9	31.6	28.3	34.8
42	34.8	31.7	37.8	35.2	32.1	38.2	31.9	28.7	35.0	30.8	27.5	33.9
43	33.9	30.9	36.9	34.3	31.2	37.3	31.1	27.9	34.2	30.0	26.8	33.1
44	33.0	30.0	36.0	33.4	30.3	36.3	30.3	27.1	33.3	29.2	26.0	32.2
45	32.1	29.1	35.0	32.5	29.4	35.4	29.4	26.3	32.4	28.4	25.2	31.4
46	31.3	28.2	34.1	31.6	28.6	34.5	28.6	25.6	31.6	27.6	24.5	30.5
47	30.4	27.4	33.2	30.7	27.7	33.6	27.8	24.8	30.7	26.8	23.8	29.7
48	29.5	26.5	32.3	29.8	26.8	32.7	27.1	24.1	29.9	26.0	23.0	28.9
49	28.7	25.7	31.4	29.0	26.0	31.8	26.3	23.3	29.1	25.3	22.3	28.1
50	27.8	24.9	30.6	28.1	25.2	30.9	25.5	22.6	28.3	24.5	21.6	27.3
51	27.0	24.1	29.7	27.2	24.3	30.0	24.8	21.9	27.5	23.8	21.0	26.5
52	26.1	23.3	28.8	26.4	23.5	29.1	24.0	21.2	26.7	23.1	20.3	25.7
53	25.3	22.5	28.0	25.6	22.7	28.2	23.3	20.6	25.9	22.4	19.7	24.9
54	24.5	21.7	27.1	24.8	21.9	27.4	22.6	19.9	25.1	21.7	19.0	24.2
55	23.7	21.0	26.3	23.9	$\boxed{21.2}$	26.5	21.9	19.3	24.4	21.0	18.4	23.4
56	22.9	20.2	25.4	23.1	20.4	25.7	21.2	18.6	23.6	20.3	17.8	22.7
57	22.2	19.5	24.6	22.4	19.6	24.8	20.5	18.0	22.9	19.7	17.2	22.0
58	21.4	18.8	23.8	21.6	18.9	24.0	19.9	17.4	22.1	19.0	16.6	21.3
59	20.6	18.0	23.0	20.8	18.2	23.2	19.2	16.8	21.4	18.4	16.0	20.5
60	19.9	17.4	22.2	20.1	17.5	22.4	18.6	16.2	20.7	17.8	15.5	19.8
61	19.2	16.7	21.4	19.3	16.8	21.6	17.9	15.7	20.0	17.2	14.9	19.2
62	18.5	16.0	20.6	18.6	16.1	20.8	17.3	15.1	19.3	16.6	14.4	18.5
63	17.8	15.4	19.8	17.9	15.4	20.0	16.7	14.6	18.6	16.0	13.9	17.8
64	17.1	14.7	19.1	17.2	14.8	19.2	16.1	14.0	18.0	15.4	13.4	17.2
65	16.4	14.1	18.3	16.5	14.2	18.5	15.5	13.5	17.3	14.8	12.9	16.5
66	15.7	13.5	17.6	15.8	13.6	17.7	15.0	13.0	16.7	14.3	12.4	15.9
67	15.1	12.9	16.9	15.2	13.0	17.0	14.4	12.5	16.0	13.7	11.9	15.3
68	14.4	12.3	16.1	14.5	12.4	16.2	13.8	12.0	15.4	13.2	11.4	14.6
69	13.8	11.8	15.4	13.9	11.8	15.5	13.3	11.5	14.8	12.6	10.9	14.0
70	13.2	11.3	14.8	13.3	11.3	14.8	12.8	11.1	14.2	12.1	10.5	13.4
71	12.6	10.7	14.1	12.7	10.7	14.1	12.2	10.6	13.6	11.6	10.0	12.9
72	12.0	10.2	13.4	12.1	10.2	13.5	11.7	10.2	13.0	11.1	9.6	12.3
73	11.5	9.7	12.8	11.5	9.7	12.8	11.3	9.7	12.5	10.6	9.2	11.8
74	10.9	9.3	12.1	10.9	9.3	12.2	10.8	9.3	12.0	10.1	8.8	11.2
75	10.4	8.8	11.5	10.4	8.8	11.5	10.3	8.9	11.4	9.7	8.3	10.7
76	9.9	8.4	10.9	9.9	8.3	10.9	9.8	8.5	10.9	9.2	7.9	10.2
77	9.3	7.9	10.3	9.3	7.9	10.3	9.4	8.1	10.4	8.8	7.5	9.7
78	8.9	7.5	9.7	8.8	7.5	9.7	8.9	7.7	9.9	8.3	7.1	9.2
79	8.4	7.1	9.2	8.4	7.1	9.2	8.5	7.3	9.4	7.9	6.7	8.7
80	7.9	6.7	8.6	7.9	6.7	8.6	8.1	6.9	9.0	7.4	6.3	8.2
81	7.5	6.3	8.1	7.4	6.3	8.1	7.7	6.5	8.5	7.0	6.0	7.7
82	7.0	6.0	7.6	7.0	6.0	7.6	7.3	6.2	8.1	6.6	5.6	7.3
83	6.6	5.7	7.2	6.6	5.6	7.1	6.9	5.8	7.7	6.2	5.2	6.9
84	6.2	5.3	6.8	6.2	5.3	6.7	6.6	5.5	7.3	5.8	4.9	6.5
85	5.9	5.0	6.4	5.9	5.0	6.3	6.3	5.3	7.0	5.5	4.5	6.1

EXHIBIT K

Maximum Permissible Length of Deferred Compensation Payments to Dr. Padula[1] and Dr. Salvioni[2] Pursuant to their respective Deferred Compensation Plans (based on life expectantcy of 21 years in 1980)

year	fractional annual payment	annual payment --% of remaining principal	annual payment --% of original principal	remaining % of original principal to be paid	cumulative % of original to have been paid
1980[3]	1/21	4.7619%	4.7619%	95.2381%	4.7619%
1981	1/20	5.000%	4.7619%	90.4762%	9.5238%
1982	1/19	5.263%	4.7619%	85.7143%	14.2857%
1983	1/18	5.555%	4.7619%	80.9524%	19.0476%
1984	1/17	5.882%	4.7619%	76.1905%	23.8095%
1985	1/16	6.250%	4.7619%	71.4286%	28.5714%
1986	1/15	6.667%	4.7619%	66.6667%	33.3333%
1987	1/14	7.143%	4.7619%	61.9048%	38.0952%
1988	1/13	7.692%	4.7619%	57.1429%	42.8571%
1989	1/12	8.333%	4.7619%	52.3810%	47.6190%
1990	1/11	9.090%	4.7619%	47.6190%	52.3810%
1991	1/10	10.000%	4.7619%	42.8571%	57.1429%
1992	1/9	11.111%	4.7619%	38.0952%	61.9048%
1993	1/8	12.500%	4.7619%	33.3333%	66.6667%
1994	1/7	14.286%	4.7619%	28.5714%	71.4286%
1995	1/6	16.667%	4.7619%	23.8095%	76.1905%
1996	1/5	20.000%	4.7619%	19.0476%	80.9524%
1997	1/4	25.000%	4.7619%	14.2857%	85.7143%
1998	1/3	33.333%	4.7619%	9.5238%	90.4762%
1999	1/2	50.000%	4.7619%	4.7619%	95.2381%
2000	1/1	100%	4.7619%	0%	100%
totals			100.00%		

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1 Dr. Padula was born on November 25, 1925 and retired in October 1980.

2 Dr. Salvioni was born on January 1, 1925 and retired in October 1980.

3 Because Drs. Padula and Salvioni retired in October 1980, deferred compensation payments were required to commence "as soon as practicable" following termination of employment (i.e., before year-end 1980).

Maximum Permissible Length of Deferred Compensation Payments to Dr. Taranta[4] Pursuant to the Taranta Deferred Compensation Plan (based on life expectantcy of 13 years in 1995)

year	fractional annual payment	annual payment --% of remaining principal	annual payment --% of original principal	remaining % of original principal to be paid	cumulative % of original to have been paid
1995[5]	1/13	7.6923%	7.6923%	92.3077%	7.6923%
1996	1/12	8.333%	7.6923%	84.6154%	15.3846%
1997	1/11	9.090%	7.6923%	76.9231%	23.0769%
1998	1/10	10.000%	7.6923%	69.2308%	30.7692%
1999	1/9	11.111%	7.6923%	61.5385%	38.4615%
2000	1/8	12.500%	7.6923%	53.8462%	46.1538%
2001	1/7	14.286%	7.6923%	46.1538%	53.8462%
2002	1/6	16.667%	7.6923%	38.4615%	61.5385%
2003	1/5	20.000%	7.6923%	30.7692%	69.2308%
2004	1/4	25.000%	7.6923%	23.0769%	76.9231%
2005	1/3	33.333%	7.6923%	15.3846%	84.6154%
2006	1/2	50.000%	7.6923%	7.6923%	92.3077%
2007	1/1	100%	7.6923%	0%	100%
totals			100%		

4 Dr. Taranta was born on April 18, 1927 and retired on May 7, 1995.

5 Because Dr. Taranta retired on May 7, 1995, deferred compensation payments were required to commence "as soon as practicable" following termination of employment (i.e., June 1995).

Maximum Permissible Length of Deferred Compensation Payments to Dr. Mannucci[6] Pursuant to the Mannucci Deferred Compensation Plan (based on life expectantcy of 10 years in 2000)

year	fractional annual payment	annual payment --% of remaining principal	annual payment --% of original principal	remaining % of original principal to be paid	cumulative % of original to have been paid
2001[7]	1/10	10.00%	10.00%	90.00%	10.00%
2002	1/9	11.111%	10.00%	80.00%	20.00%
2003	1/8	12.500%	10.00%	70.00%	30.00%
2004	1/7	14.286%	10.00%	60.00%	40.00%
2005	1/6	16.667%	10.00%	50.00%	50.00%
2006	1/5	20.000%	10.00%	40.00%	60.00%
2007	1/4	25.000%	10.00%	30.00%	70.00%
2008	1/3	33.333%	10.00%	20.00%	80.00%
2009	1/2	50.000%	10.00%	10.00%	90.00%
2010	1/1	100%	10.00%	0%	100%
totals			100%		

[6] Dr. Mannucci was born on June 13, 1926 and retired on December 31, 2000.

[7] Because Dr. Mannucci retired on December 31, 2000, deferred compensation payments were required to commence "as soon as practicable" following termination of employment (i.e., early 2001).

EXHIBIT L

Vital Statistics of the United States, 1995

Preprint of Volume II, Mortality, Part A, Section 6

From the CENTERS FOR DISEASE CONTROL AND PREVENTION/National Center for Health Statistics

LIFE ▪ TABLES

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention
National Center for Health Statistics

Hyattsville, Maryland
May 1998

DHHS Publication No. (PHS) 98-1104

Table 6-3. Expectation of Life at Single Years of Age, by Race and Sex: United States, 1995

Age	All races			White			All other					
							Total			Black		
	Both sexes	Male	Female	Both sexes	Male	Female	Both sexes	Male	Female	Both sexes	Male	Female
0	75.8	72.5	78.9	76.5	73.4	79.6	71.9	67.9	75.7	69.6	65.2	73.9
1	75.4	72.1	78.5	76.0	72.9	79.0	71.8	67.8	75.6	69.7	65.3	73.9
2	74.4	71.2	77.5	75.1	72.0	78.1	70.9	66.9	74.6	68.7	64.3	73.0
3	73.4	70.2	76.6	74.1	71.0	77.1	69.9	65.9	73.7	67.8	63.4	72.0
4	72.5	69.3	75.6	73.1	70.0	76.1	68.9	64.9	72.7	66.8	62.4	71.0
5	71.5	68.3	74.6	72.1	69.1	75.1	68.0	64.0	71.7	65.9	61.5	70.1
6	70.5	67.3	73.6	71.1	68.1	74.1	67.0	63.0	70.8	64.9	60.5	69.1
7	69.5	66.3	72.6	70.2	67.1	73.1	66.0	62.0	69.8	63.9	59.5	68.1
8	68.5	65.3	71.6	69.2	66.1	72.2	65.0	61.0	68.8	62.9	58.5	67.1
9	67.5	64.3	70.6	68.2	65.1	71.2	64.0	60.1	67.8	61.9	57.5	66.1
10	66.6	63.3	69.7	67.2	64.1	70.2	63.1	59.1	66.8	61.0	56.6	65.2
11	65.6	62.4	68.7	66.2	63.1	69.2	62.1	58.1	65.8	60.0	55.6	64.2
12	64.6	61.4	67.7	65.2	62.1	68.2	61.1	57.1	64.8	59.0	54.6	63.2
13	63.6	60.4	66.7	64.2	61.2	67.2	60.1	56.1	63.9	58.0	53.6	62.2
14	62.6	59.4	65.7	63.2	60.2	66.2	59.1	55.1	62.9	57.0	52.6	61.2
15	61.6	58.4	64.7	62.3	59.2	65.2	58.2	54.2	61.9	56.1	51.7	60.2
16	60.7	57.5	63.7	61.3	58.3	64.3	57.2	53.2	60.9	55.1	50.8	59.3
17	59.7	56.5	62.8	60.3	57.3	63.3	56.3	52.3	59.9	54.2	49.8	58.3
18	58.8	55.6	61.8	59.4	56.4	62.3	55.3	51.4	59.0	53.2	48.9	57.3
19	57.8	54.7	60.8	58.4	55.4	61.3	54.4	50.5	58.0	52.3	48.1	56.4
20	56.9	53.8	59.9	57.5	54.5	60.4	53.5	49.6	57.0	51.4	47.2	55.4
21	55.9	52.9	58.9	56.5	53.6	59.4	52.6	48.7	56.1	50.5	46.3	54.4
22	55.0	51.9	57.9	55.6	52.7	58.4	51.6	47.9	55.1	49.6	45.4	53.5
23	54.1	51.0	57.0	54.6	51.7	57.4	50.7	47.0	54.2	48.7	44.6	52.5
24	53.1	50.1	56.0	53.7	50.8	56.5	49.8	46.1	53.2	47.8	43.7	51.6
25	52.2	49.2	55.0	52.7	49.9	55.5	48.9	45.2	52.3	46.9	42.9	50.6
26	51.2	48.3	54.0	51.8	48.9	54.5	48.0	44.4	51.3	46.0	42.0	49.7
27	50.3	47.3	53.1	50.8	48.0	53.6	47.1	43.5	50.4	45.1	41.1	48.7
28	49.3	46.4	52.1	49.9	47.1	52.6	46.2	42.6	49.4	44.2	40.3	47.8
29	48.4	45.5	51.1	49.0	46.2	51.6	45.2	41.7	48.5	43.3	39.4	46.9
30	47.5	44.6	50.2	48.0	45.2	50.6	44.3	40.8	47.5	42.4	38.6	46.0
31	46.5	43.7	49.2	47.1	44.3	49.7	43.4	40.0	46.6	41.5	37.7	45.0
32	45.6	42.8	48.3	46.1	43.4	48.7	42.6	39.1	45.7	40.7	36.9	44.1
33	44.7	41.9	47.3	45.2	42.5	47.7	41.7	38.3	44.7	39.8	36.1	43.2
34	43.8	41.0	46.3	44.3	41.6	46.8	40.8	37.4	43.8	38.9	35.3	42.3
35	42.8	40.1	45.4	43.3	40.7	45.8	39.9	36.6	42.9	38.1	34.5	41.4
36	41.9	39.2	44.4	42.4	39.8	44.9	39.0	35.7	42.0	37.2	33.6	40.5
37	41.0	38.3	43.5	41.5	38.9	43.9	38.1	34.9	41.1	36.4	32.8	39.6
38	40.1	37.4	42.6	40.5	37.9	42.9	37.3	34.1	40.1	35.5	32.0	38.7
39	39.2	36.5	41.6	39.6	37.0	42.0	36.4	33.3	39.2	34.7	31.2	37.8
40	38.3	35.6	40.7	38.7	36.1	41.0	35.6	32.4	38.3	33.9	30.5	36.9
41	37.3	34.8	39.7	37.8	35.3	40.1	34.7	31.6	37.4	33.0	29.7	36.1
42	36.4	33.9	38.8	36.9	34.4	39.2	33.9	30.8	36.6	32.2	28.9	35.2
43	35.5	33.0	37.9	35.9	33.5	38.2	33.0	30.0	35.7	31.4	28.2	34.3
44	34.6	32.1	36.9	35.0	32.6	37.3	32.2	29.2	34.8	30.6	27.4	33.5
45	33.8	31.3	36.0	34.1	31.7	36.3	31.4	28.5	33.9	29.8	26.7	32.6
46	32.9	30.4	35.1	33.2	30.8	35.4	30.5	27.7	33.0	29.0	25.9	31.7
47	32.0	29.5	34.2	32.3	29.9	34.5	29.7	26.9	32.2	28.2	25.2	30.9
48	31.1	28.7	33.2	31.4	29.1	33.5	28.9	26.1	31.3	27.5	24.5	30.1
49	30.2	27.8	32.3	30.5	28.2	32.6	28.1	25.4	30.4	26.7	23.7	29.2
50	29.3	27.0	31.4	29.6	27.3	31.7	27.3	24.6	29.6	25.9	23.0	28.4
51	28.5	26.2	30.5	28.8	26.5	30.8	26.5	23.9	28.7	25.2	22.3	27.6
52	27.6	25.3	29.7	27.9	25.6	29.9	25.7	23.1	27.9	24.4	21.6	26.8
53	26.8	24.5	28.8	27.0	24.8	29.0	24.9	22.4	27.1	23.7	21.0	26.0
54	25.9	23.7	27.9	26.2	24.0	28.1	24.2	21.7	26.2	22.9	20.3	25.2
55	25.1	22.9	27.0	25.4	23.2	27.3	23.4	21.0	25.4	22.2	19.6	24.4
56	24.3	22.1	26.2	24.5	22.4	26.4	22.7	20.3	24.6	21.5	19.0	23.6
57	23.5	21.3	25.3	23.7	21.6	25.5	21.9	19.6	23.8	20.8	18.3	22.8
58	22.7	20.6	24.5	22.9	20.8	24.7	21.2	18.9	23.1	20.1	17.7	22.1
59	21.9	19.8	23.7	22.1	20.0	23.9	20.5	18.2	22.3	19.4	17.0	21.3
60	21.1	19.1	22.9	21.3	19.3	23.0	19.8	17.6	21.5	18.7	16.4	20.6
61	20.4	18.3	22.0	20.5	18.5	22.2	19.1	16.9	20.8	18.1	15.9	19.9
62	19.6	17.6	21.3	19.8	17.8	21.4	18.4	16.3	20.0	17.5	15.3	19.2
63	18.9	16.9	20.5	19.0	17.1	20.6	17.7	15.7	19.3	16.8	14.7	18.5
64	18.2	16.2	19.7	18.3	16.4	19.8	17.1	15.1	18.6	16.2	14.2	17.8
65	17.4	15.6	18.9	17.6	15.7	19.1	16.4	14.5	17.9	15.6	13.6	17.1
66	16.7	14.9	18.2	16.9	15.0	18.3	15.8	13.9	17.2	15.0	13.1	16.5
67	16.1	14.3	17.4	16.2	14.4	17.5	15.1	13.3	16.5	14.4	12.5	15.8
68	15.4	13.6	16.7	15.5	$\boxed{13.7}$	16.8	14.5	12.8	15.8	13.8	12.0	15.2
69	14.7	13.0	16.0	14.8	13.1	16.1	13.9	12.2	15.1	13.2	11.5	14.5
70	14.1	12.4	15.3	14.1	12.5	15.4	13.3	11.7	14.5	12.7	11.0	13.9
71	13.4	11.8	14.6	13.5	11.9	14.7	12.7	11.1	13.9	12.2	10.5	13.3
72	12.8	11.3	13.9	12.9	11.3	14.0	12.2	10.7	13.3	11.7	10.1	12.7
73	12.2	10.7	13.2	12.2	10.8	13.3	11.7	10.2	12.7	11.2	9.6	12.2
74	11.6	10.2	12.6	11.6	10.2	12.6	11.1	9.7	12.1	10.7	9.2	11.7
75	11.0	9.7	11.9	11.1	9.7	12.0	10.6	9.3	11.5	10.2	8.8	11.1
76	10.5	9.1	11.3	10.5	9.2	11.3	10.1	8.8	10.9	9.7	8.4	10.6
77	9.9	8.6	10.7	9.9	8.7	10.7	9.6	8.4	10.3	9.3	8.0	10.0
78	9.3	8.2	10.1	9.4	8.2	10.1	9.1	7.9	9.8	8.8	7.6	9.5
79	8.8	7.7	9.5	8.8	7.7	9.5	8.6	7.5	9.2	8.3	7.2	8.9
80	8.3	7.2	8.9	8.3	7.2	8.9	8.1	7.0	8.7	7.8	6.8	8.4
81	7.8	6.8	8.4	7.8	6.8	8.4	7.6	6.6	8.1	7.4	6.4	7.9
82	7.3	6.4	7.8	7.3	6.4	7.8	7.2	6.2	7.6	7.0	6.0	7.5
83	6.9	6.0	7.3	6.9	6.0	7.3	6.7	5.9	7.2	6.6	5.7	7.0
84	6.4	5.6	6.8	6.4	5.6	6.8	6.3	5.5	6.7	6.2	5.4	6.6
85	6.0	5.2	6.3	6.0	5.2	6.3	6.0	5.2	6.3	5.9	5.1	6.2

EXHIBIT M

National Vital Statistics Reports

Volume 51, Number 3

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United States Life Tables, 2000

by Elizabeth Arias, Ph.D., Division of Vital Statistics

Abstract

This report presents period life tables for the United States based on age-specific death rates in 2000. Data used to prepare these life tables are 2000 final mortality statistics; July 1, 2000, population estimates based on the 1990 decennial census; and data from the Medicare program. Presented are complete life tables by age, race, and sex. In 2000 the overall expectation of life at birth was 76.9 years, representing an increase of 0.2 years from life expectancy in 1999. Between 1999 and 2000, life expectancy increased for both males and females and for both the white and black populations. Life expectancy increased by 0.4 years for black males (from 67.8 to 68.2) and by 0.2 years for white males (from 74.6 to 74.8). It increased by 0.2 years for black females (from 74.7 to 74.9) and by 0.1 year for white females (from 79.9 to 80.0).

Introduction

There are two types of life tables—the cohort (or generation) life table and the period (or current) life table. The cohort life table presents the mortality experience of a particular birth cohort, all persons born in the year 1900, for example, from the moment of birth through consecutive ages in successive calendar years. Based on age-specific death rates observed through consecutive calendar years, the cohort life table reflects the mortality experience of an actual cohort from birth until no lives remain in the group. To prepare just a single complete cohort life table requires data over many years. It is usually not feasible to construct cohort life tables entirely on the basis of observed data for real cohorts due to data unavailability or incompleteness (1). For example, a life table representation of the mortality experience of a cohort of persons born in 1970 would require the use of data projection techniques to estimate deaths into the future (2,3).

Unlike the cohort life table, the period life table does not represent the mortality experience of an actual birth cohort. Rather, the period life table presents what would happen to a hypothetical (or synthetic) cohort if it experienced throughout its entire life the mortality conditions of a particular period in time. Thus, for example, a period life table for 2000 assumes a hypothetical cohort subject throughout its lifetime to the age-specific death rates prevailing for the actual population in 2000. The period life table may thus be characterized as rendering a "snapshot" of current mortality experience, and shows the long-range implications of a set of age-specific death rates that prevailed in a given year. In this report the term "life table" refers only to the period life table and not to the cohort life table.

Keywords: life expectancy • life tables • survival • death rates • race

Data and Methods

The data used to prepare the U.S. life tables for 2000 are final numbers of deaths for the year 2000; postcensal population estimates for the year 2000; and data from the Medicare program prepared by the Health Care Financing Administration. Population estimates are prepared by the U.S. Census Bureau. They are based on the 1990 decennial census because detailed populations from the 2000 census were not available when this report was prepared. A comparison of 1990 census based estimates and summary 2000 census results show differences for some ethnic and race groups. These differences could result in the underestimation or overestimation of life expectancy (see Technical Notes). Once population estimates based on the 2000 census are available, we will publish another report presenting revised life expectancy estimates. Data from the Medicare program are used to calculate probabilities of dying for ages over 85 years (see Technical Notes).

Life tables can be classified in two ways according to the length of the age interval in which data are presented. A complete life table

Acknowledgments

This report was prepared in the Division of Vital Statistics under the general direction of Robert N. Anderson, Lead Statistician, and James A. Weed, Acting Chief, Mortality Statistics Branch. Registration Methods Staff and the Data Acquisition and Evaluation Branch provided consultation to State vital statistics offices regarding the collection of the death certificate data on which this report is based. This report was edited by Demarius V. Miller, typeset by Jacqueline M. Davis, and graphics produced by Jarmila Ogburn of the Publications Branch, Division of Data Services.

Table 5. Life table for white males: United States, 2000

Age	Probability of dying between ages x to $x+1$	Number surviving to age x	Number dying between ages x to $x+1$	Person-years lived between ages x to $x+1$	Total number of person-years lived above age x	Expectation of life at age x
	q_x	l_x	d_x	L_x	T_x	e_x
0–1	0.006236	100,000	624	99,452	7,478,650	74.8
1–2	0.000499	99,376	50	99,352	7,379,198	74.3
2–3	0.000344	99,327	34	99,310	7,279,846	73.3
3–4	0.000262	99,293	26	99,280	7,180,537	72.3
4–5	0.000196	99,267	19	99,257	7,081,257	71.3
5–6	0.000189	99,247	19	99,238	6,982,000	70.3
6–7	0.000182	99,228	18	99,219	6,882,762	69.4
7–8	0.000175	99,210	17	99,202	6,783,543	68.4
8–9	0.000160	99,193	16	99,185	6,684,341	67.4
9–10	0.000138	99,177	14	99,170	6,585,156	66.4
10–11	0.000121	99,163	12	99,157	6,485,986	65.4
11–12	0.000127	99,151	13	99,145	6,386,829	64.4
12–13	0.000183	99,139	18	99,130	6,287,684	63.4
13–14	0.000299	99,121	30	99,106	6,188,554	62.4
14–15	0.000457	99,091	45	99,068	6,089,448	61.5
15–16	0.000629	99,046	62	99,015	5,990,380	60.5
16–17	0.000787	98,983	78	98,944	5,891,365	59.5
17–18	0.000922	98,906	91	98,860	5,792,421	58.6
18–19	0.001025	98,814	101	98,764	5,693,561	57.6
19–20	0.001102	98,713	109	98,659	5,594,797	56.7
20–21	0.001181	98,604	116	98,546	5,496,139	55.7
21–22	0.001260	98,488	124	98,426	5,397,593	54.8
22–23	0.001310	98,364	129	98,299	5,299,167	53.9
23–24	0.001322	98,235	130	98,170	5,200,868	52.9
24–25	0.001304	98,105	128	98,041	5,102,698	52.0
25–26	0.001275	97,977	125	97,915	5,004,657	51.1
26–27	0.001252	97,852	123	97,791	4,906,742	50.1
27–28	0.001240	97,730	121	97,669	4,808,951	49.2
28–29	0.001247	97,609	122	97,548	4,711,282	48.3
29–30	0.001272	97,487	124	97,425	4,613,734	47.3
30–31	0.001303	97,363	127	97,299	4,516,310	46.4
31–32	0.001341	97,236	130	97,171	4,419,010	45.4
32–33	0.001397	97,106	136	97,038	4,321,840	44.5
33–34	0.001474	96,970	143	96,898	4,224,802	43.6
34–35	0.001568	96,827	152	96,751	4,127,903	42.6
35–36	0.001667	96,675	161	96,594	4,031,152	41.7
36–37	0.001773	96,514	171	96,428	3,934,558	40.8
37–38	0.001893	96,343	182	96,252	3,838,130	39.8
38–39	0.002031	96,160	195	96,063	3,741,878	38.9
39–40	0.002186	95,965	210	95,860	3,645,815	38.0
40–41	0.002352	95,755	225	95,643	3,549,955	37.1
41–42	0.002528	95,530	242	95,409	3,454,312	36.2
42–43	0.002729	95,289	260	95,159	3,358,903	35.2
43–44	0.002964	95,029	282	94,888	3,263,744	34.3
44–45	0.003233	94,747	306	94,594	3,168,857	33.4
45–46	0.003542	94,441	334	94,273	3,074,263	32.6
46–47	0.003876	94,106	365	93,924	2,979,990	31.7
47–48	0.004213	93,741	395	93,544	2,886,066	30.8
48–49	0.004530	93,346	423	93,135	2,792,522	29.9
49–50	0.004835	92,924	449	92,699	2,699,387	29.0
50–51	0.005152	92,474	476	92,236	2,606,688	28.2
51–52	0.005510	91,998	507	91,744	2,514,452	27.3
52–53	0.005923	91,491	542	91,220	2,422,707	26.5
53–54	0.006420	90,949	584	90,657	2,331,487	25.6
54–55	0.007017	90,365	634	90,048	2,240,830	24.8
55–56	0.007721	89,731	693	89,385	2,150,782	24.0
56–57	0.008513	89,038	758	88,659	2,061,398	23.2
57–58	0.009372	88,280	827	87,867	1,972,738	22.3
58–59	0.010264	87,453	898	87,004	1,884,872	21.6
59–60	0.011196	86,555	969	86,071	1,797,868	20.8
60–61	0.012241	85,586	1,048	85,062	1,711,797	20.0
61–62	0.013441	84,539	1,136	83,970	1,626,735	19.2
62–63	0.014749	83,402	1,230	82,787	1,542,765	18.5
63–64	0.016146	82,172	1,327	81,509	1,459,977	17.8
64–65	0.017637	80,845	1,426	80,132	1,378,469	17.1
65–66	0.019184	79,419	1,524	78,658	1,298,336	16.3
66–67	0.020868	77,896	1,626	77,083	1,219,679	15.7

Table 5. Life table for white males: United States, 2000—Con.

Age	Probability of dying between ages x to x+1	Number surviving to age x	Number dying between ages x to x+1	Person-years lived between ages x to x+1	Total number of person-years lived above age x	Expectation of life at age x
	q_x	l_x	d_x	L_x	T_x	e_x
67–68	0.022813	76,270	1,740	75,400	1,142,595	15.0
68–69	0.025074	74,530	1,869	73,596	1,067,195	14.3
69–70	0.027581	72,662	2,004	71,660	993,599	13.7
70–71	0.030135	70,657	2,129	69,593	921,940	13.0
71–72	0.032717	68,528	2,242	67,407	852,347	12.4
72–73	0.035519	66,286	2,354	65,109	784,940	11.8
73–74	0.038644	63,932	2,471	62,696	719,831	11.3
74–75	0.042097	61,461	2,587	60,167	657,134	10.7
75–76	0.045725	58,874	2,692	57,528	596,967	10.1
76–77	0.049489	56,182	2,780	54,792	539,439	9.6
77–78	0.053668	53,401	2,866	51,968	484,647	9.1
78–79	0.058525	50,535	2,958	49,057	432,679	8.6
79–80	0.064254	47,578	3,057	46,049	383,622	8.1
80–81	0.071083	44,521	3,165	42,938	337,573	7.6
81–82	0.078908	41,356	3,263	39,724	294,634	7.1
82–83	0.087489	38,093	3,333	36,426	254,910	6.7
83–84	0.096336	34,760	3,349	33,086	218,483	6.3
84–85	0.105413	31,411	3,311	29,756	185,398	5.9
85–86	0.115497	28,100	3,245	26,478	155,642	5.5
86–87	0.126243	24,855	3,138	23,286	129,164	5.2
87–88	0.137661	21,717	2,990	20,222	105,878	4.9
88–89	0.149752	18,727	2,804	17,325	85,656	4.6
89–90	0.162517	15,923	2,588	14,629	68,331	4.3
90–91	0.175949	13,335	2,346	12,162	53,702	4.0
91–92	0.190036	10,989	2,088	9,945	41,540	3.8
92–93	0.204761	8,901	1,822	7,989	31,595	3.5
93–94	0.220100	7,078	1,558	6,299	23,606	3.3
94–95	0.236024	5,520	1,303	4,869	17,306	3.1
95–96	0.252495	4,217	1,065	3,685	12,438	2.9
96–97	0.269471	3,152	850	2,728	8,753	2.8
97–98	0.286902	2,303	661	1,973	6,025	2.6
98–99	0.304732	1,642	500	1,392	4,052	2.5
99–100	0.322897	1,142	369	957	2,660	2.3
100 years and over	1.00000	773	773	1,703	1,703	2.2

EXHIBIT N

Cabrini
MEDICAL CENTER
227 East 19th Street · New York, NY 10003 · (212) 995-6000

April 8, 1997

Guido Padula, M.D.
300 Rector Place, Apt. 5Q
New York, N.Y. 10280

Dear Dr. Padula:

We have been advised by our attorneys of a tax problem under the deferred compensation arrangement covering you and about a half-dozen other former employees. The agreements all require payment to commence to you as soon as practicable following your termination of employment. These payments are to be made in either a lump sum or installment payments as the Administration of the Medical Center may determine. For reasons which are not clear, the required payments were not begun immediately following your termination of employment.

Our attorneys advise us that under the tax rules governing deferred compensation arrangements, the IRS can argue that you were taxable on the full amount of your deferred compensation account in the year you terminated employment. This obviously poses a tax risk to you. It also poses a tax risk to the Medical Center for having failed to report these amounts as income to the IRS.

We believe that we need to address this matter directly and get back on track. The options we have been given include (1) reporting the income back in the year of termination, (2) paying out your deferred compensation account in a lump sum this year and reporting it as income this year, and (3) paying out installment payments commencing this year but with a current lump sum payment equal to the total installments that would have been paid from the time of termination through the present. Of the three options the first one clearly meets the IRS requirements.

Although the final decision on what action will be taken is up to Cabrini, we would like to have your input as part of the decision making process. What we would hope to get from you is an indication of which of the above options is the most appealing to you and, if none, another suggestion for the administration to consider. To resolve the matter as soon as possible, we request a response from you no later than May 1, 1997.

Please keep in mind that we cannot accede to individual requests. If we could, the tax rules would require you to be taxed on your full account balance even if you were to receive installment payments. (Tax rules require you to be taxed when you first could have received the funds.) We are looking for your views to help the Administration make a decision that takes into account a sense of what the majority wishes along with concerns the Medical Center itself may have, given its tax risks and obligations.

If you have any questions, please call me at 995-7426. Also remember that we need your response by May 1, 1997.

Sincerely,

V. Kelleher

Veronica Kelleher
Senior Vice President
Human Resources

VK/sr

cc: Jeffrey Frerichs
David DeCerbo
Robert W. Wild
bcc: Gerry Dantis

Cabrini

MEDICAL CENTER

227 East 19th Street · New York, NY 10003 · (212) 995-6000

April 8, 1997

Daniele Salvioni, M.D.
350 East 57th Street
New York, N.Y. 10022

Dear Dr. Salvioni:

We have been advised by our attorneys of a tax problem under the deferred compensation arrangement covering you and about a half-dozen other former employees. The agreements all require payment to commence to you as soon as practicable following your termination of employment. These payments are to be made in either a lump sum or installment payments as the Administration of the Medical Center may determine. For reasons which are not clear, the required payments were not begun immediately following your termination of employment.

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If you have any questions, please call me at 995-7426. Also remember that we need your response by May 1, 1997.

Sincerely,

V Kelleher

Veronica Kelleher
Senior Vice President
Human Resources

VK/sr

cc: Jeffrey Frerichs
David DeCerbo
Robert W. Wild

Cabrini
MEDICAL CENTER
227 East 19th Street · New York, NY 10003 · (212) 995-6000

April 8, 1997

Angelo Taranta, M.D.
1788 Oakcreek Drive, #301
Palo Alto, CA 93404-2128

Dear Dr. Taranta:

We have been advised by our attorneys of a tax problem under the deferred compensation arrangement covering you and about a half-dozen other former employees. The agreements all require payment to commence to you as soon as practicable following your termination of employment. These payments are to be made in either a lump sum or installment payments as the Administration of the Medical Center may determine. For reasons which are not clear, the required payments were not begun immediately following your termination of employment.

Our attorneys advise us that under the tax rules governing deferred compensation arrangements, the IRS can argue that you were taxable on the full amount of your deferred compensation account in the year you terminated employment. This obviously poses a tax risk to you. It also poses a tax risk to the Medical Center for having failed to report these amounts as income to the IRS.

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Although the final decision on what action will be taken is up to Cabrini, we would like to have your input as part of the decision making process. What we would hope to get from you is an indication of which of the above options is the most appealing to you and, if none, another suggestion for the administration to consider. To resolve the matter as soon as possible, we request a response from you no later than May 1, 1997.

Please keep in mind that we cannot accede to individual requests. If we could, the tax rules would require you to be taxed on your full account balance even if you were to receive installment payments. (Tax rules require you to be taxed when you first could have received the funds.) We are looking for your views to help the Administration make a decision that takes into account a sense of what the majority wishes along with concerns the Medical Center itself may have, given its tax risks and obligations.

If you have any questions, please call me at 995-7426. Also remember that we need your response by May 1, 1997.

Sincerely,

V Kelleher

Veronica Kelleher
Senior Vice President
Human Resources

VK/sr

cc: Jeffrey Frerichs
David DeCerbo
Robert W. Wild

Cabrini
MEDICAL CENTER
227 East 19th Street · New York, NY 10003 · (212) 995-6000

April 8, 1997

Mannuccio Mannucci, M.D.
21 East 90th Street, Apt. 5A
New York, N.Y. 10128

Dear Dr. Mannucci:

We have been advised by our attorneys of a tax problem under the deferred compensation arrangement covering you and about a half-dozen other former employees. The agreements all require payment to commence to you as soon as practicable following your termination of employment. These payments are to be made in either a lump sum or installment payments as the Administration of the Medical Center may determine. For reasons which are not clear, the required payments were not begun immediately following your termination of employment.

Our attorneys advise us that under the tax rules governing deferred compensation arrangements, the IRS can argue that you were taxable on the full amount of your deferred compensation account in the year you terminated employment. This obviously poses a tax risk to you. It also poses a tax risk to the Medical Center for having failed to report these amounts as income to the IRS.

We believe that we need to address this matter directly and get back on track. The options we have been given include (1) reporting the income back in the year of termination, (2) paying out your deferred compensation account in a lump sum this year and reporting it as income this year, and (3) paying out installment payments commencing this year but with a current lump sum payment equal to the total installments that would have been paid from the time of termination through the present. Of the three options the first one clearly meets the IRS requirements.

Although the final decision on what action will be taken is up to Cabrini, we would like to have your input as part of the decision making process. What we would hope to get from you is an indication of which of the above options is the most appealing to you and, if none, another suggestion for the administration to consider. To resolve the matter as soon as possible, we request a response from you no later than May 1, 1997.

Please keep in mind that we cannot accede to individual requests. If we could, the tax rules would require you to be taxed on your full account balance even if you were to receive installment payments. (Tax rules require you to be taxed when you first could have received the funds.) We are looking for your views to help the Administration make a decision that takes into account a sense of what the majority wishes along with concerns the Medical Center itself may have, given its tax risks and obligations.

If you have any questions, please call me at 995-7426. Also remember that we need your response by May 1, 1997.

Sincerely,

Veronica Kelleher
Senior Vice President
Human Resources

VK/sr

cc: Jeffrey Frerichs
David DeCerbo
Robert W. Wild

EXHIBIT O

YEARLY DISTRIBUTIONS FOR PADULA, SALVIONI, TARANTA AND MANNUCCI

Year		PADULA *retired in 1980 at age 55* [1]	SALVIONI *retired in 1980 at age 55* [2]	TARANTA *retired in 1995 at age 68* [3]	MANNUCCI *retired in 2000 at age 74* [4]
1980-1996	No Distributions Made				
1997	Distribution Made	$75,241.97	$89,800.32	$81,108.97	
	Account Balance	------------------	------------------	------------------	
	Fraction	------------------	------------------	------------------	
1998	Distribution Made	$69,341.28	$147,738.42	$104,898.48	
	Account Balance	------------------	------------------	------------------	
	Fraction	------------------	------------------	------------------	
1999	Distribution Made	$77,165.20	$169,915.40	$118,589.00	
	Account Balance	$771,652.00	$1,699,154.00	$1,660,372.00	
	Fraction	1/10	1/10	1/14	
2000	Distribution Made	$92,274.00	$199,609.00	$138,941.00	
	Account Balance	$830,472.00	$1,796,482.00	$1,790,012.00	
	Fraction	1/9	1/9	1/13	
2001	Distribution Made	$97,818.49	$219,707.65	$153,356.84	$77,027.43
	Account Balance	$782,547.00	$1,757,660.00	$1,840,282.04	$1,001,356.00
	Fraction	1/8	1/8	1/12	1/13
2002	Distribution Made	$85,888.10	$195,023.44	$136,068.65	$68,802.13
	Account Balance	$601,216.00	$1,365,164.00	$1,496,755.00	$825,625.00
	Fraction	1/7	1/7	1/11	1/12
2003	Distribution Made	$69,069.42	$161,556.82	$112,750.07	$57,433.30
	Account Balance	$414,416.00	$969,341.00	$1,127,501.00	$631,766.00
	Fraction	1/6	1/6	1/10	1/11
2004	Distribution Made	$91,347.14	$212,664.93	$148,797.51	$75,849.93
	Account Balance	$456,735.00	$1,063,324.00	$1,339,177.60	$758,498.00
	Fraction	1/5	1/5	1/9	1/10
2005	Distribution Made	$103,346.56	$240,660.89	$167,821.08	$85,504.90
	Account Balance	$413,386.00	$962,643.00	$1,342,568.60	$769,544.00
	Fraction	1/4	1/4	1/8	1/9
2006	Distribution Made	$115,099.64	$268,105.77	$186,269.16	$94,862.35
	Account Balance	$345,298.92	$804,317.27	$1,303,884.11	$758,898.82
	Fraction	1/3	1/3	1/7	1/8
2007	No Distribution Made				
2008	No Distribution Made				

UNAUTHORIZED WITHDRAWALS BY CABRINI

	PADULA	SALVIONI	TARANTA	MANNUCCI
NOVEMBER 2006	$170,000.00	$396,000.00	$818,000.00	$486,000.00
APRIL 2007	$83,113.57	$193,669.40	$133,558.26	$67,974.81
JULY 2007	$12,719.44	$29,785.91	$347,020.94	$217,785.86

1 Date of Birth: 11/25/1925; Date of Retirement: 10/1980
2 Date of Birth: 1/1/1925; Date of Retirement: 10/1980
3 Date of Birth: 4/18/1927; Date of Retirement: 5/7/1995
4 Date of Birth: 6/13/1926; Date of Retirement: 12/31/2000

EXHIBIT P

7

CABRINI Medical Center

Healing New York one neighbor at a time℠

227 East 19th Street • New York, NY 10003 • (212) 995-6000

www.cabrininy.org

November 16, 2006

Danielle Salvione, M.D.
140 7th Avenue, Apt. 6N
New York, New York 10011

Dear Dr. Salvione:

As you may be aware, Cabrini Medical Center is in the midst of a major restructuring project intended to reverse the effects of several years of operating losses and ensure the future of the Medical Center. This turnaround effort is at a critical juncture and the Medical Center is in desperate need of working capital in order to maintain operations until the effects of this effort can be realized. As a result, we must temporarily move $396,000 from the deferred compensation investment account designated for your benefit into the Medical Center's general operating account. It is expected that these funds, along with any interest that would have accrued, will be returned to the deferred compensation investment account during 2007. We regret the fact that we must take this action at this time. Please be assured that Cabrini Medical Center is committed to fulfilling its obligation under the Deferred Compensation Agreement with you, including making the 2007 distribution, and will keep you informed of the progress of our efforts to replenish the deferred compensation investment account.

Sincerely,

Robert Chaloner
President/ CEO

Cc: Peter Buscemi
Kevin Dolan

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An Associate Member of the Catholic Health Care Network

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November 16, 2006

Angelo Taranta, M.D.
100 Bay Place, Apt. 2111
Oakland, California 94610

Dear Dr. Taranta:

As you may be aware, Cabrini Medical Center is in the midst of a major restructuring project intended to reverse the effects of several years of operating losses and ensure the future of the Medical Center. This turnaround effort is at a critical juncture and the Medical Center is in desperate need of working capital in order to maintain operations until the effects of this effort can be realized. As a result, we must temporarily move $818,000 from the deferred compensation investment account designated for your benefit into the Medical Center's general operating account. It is expected that these funds, along with any interest that would have accrued, will be returned to the deferred compensation investment account during 2007. We regret the fact that we must take this action at this time. Please be assured that Cabrini Medical Center is committed to fulfilling its obligation under the Deferred Compensation Agreement with you, including making the 2007 distribution, and will keep you informed of the progress of our efforts to replenish the deferred compensation investment account.

Sincerely,

Robert Chaloner
President/ CEO

Cc: Peter Buscemi
Kevin Dolan

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November 16, 2006

Mannuccio Mannucci, M.D.
21 East 90th Street, Apt. 5A
New York, New York 10128

Dear Dr. Mannucci:

As you may be aware, Cabrini Medical Center is in the midst of a major restructuring project intended to reverse the effects of several years of operating losses and ensure the future of the Medical Center. This turnaround effort is at a critical juncture and the Medical Center is in desperate need of working capital in order to maintain operations until the effects of this effort can be realized. As a result, we must temporarily move $486,000 from the deferred compensation investment account designated for your benefit into the Medical Center's general operating account. It is expected that these funds, along with any interest that would have accrued, will be returned to the deferred compensation investment account during 2007. We regret the fact that we must take this action at this time. Please be assured that Cabrini Medical Center is committed to fulfilling its obligation under the Deferred Compensation Agreement with you, including making the 2007 distribution, and will keep you informed of the progress of our efforts to replenish the deferred compensation investment account.

Sincerely,

Robert Chaloner
President/ CEO

Cc: Peter Buscemi
Kevin Dolan

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An Associate Member of the Catholic Health Care Network

EXHIBIT Q

Jay P. Warren
Direct: 212-541-2110
Fax: 212-541-1466
jpwarren@bryancave.com

October 23, 2007

Bryan Cave LLP
1290 Avenue of the Americas
New York, NY 10104-3300
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Washington, DC

And Bryan Cave, A Multinational Partnership,
London

BY HAND

Katherine B. Harrison, Esq.
Paduano & Weintraub LLP
1251 Avenue of the Americas
Ninth Floor
New York, New York 10020

Re: Cabrini Hospital Deferred Compensation Agreements

Dear Ms. Harrison:

We represent Cabrini Medical Center ("Cabrini"), and are writing in response to your letters dated August 9, 2007, September 10, 2007, and September 19, 2007, requesting certain documents relating to deferred compensation agreements between Cabrini (or its predecessors) and your clients, Dr. Mannucci, Dr. Padula, Dr. Salvioni and Dr. Taranta. Cabrini is the administrator with respect to those agreements.

Cabrini believes that the deferred compensation agreements between your clients and Cabrini constitute an ERISA Top Hat Plan, and, therefore, many of the documents which you requested are not required to be created or filed by a Top Hat Plan: *e.g.*, summary plan descriptions and amendments, and reports filed with state or federal authorities. Based on Cabrini's searches of its files to date, such documents do not exist.

Without acknowledging that Cabrini has an obligation to do so, we are authorized to provide the following documents: (1) the Deferred Compensation Agreements executed by each of your clients (except for Dr. Mannucci, because, to date, Cabrini has been unable to locate an agreement signed by him); and (2) all correspondence between Cabrini and each of your clients (or other documents signed by your clients) with respect to the Deferred Compensation Agreements. These documents are being delivered to you along with this letter.

While Cabrini chose to maintain separate mutual fund accounts with respect to each Deferred Compensation Agreement, under the terms of each agreement the shares held in those accounts were the exclusive property of Cabrini. Those agreements provide: "Employee shall have no right in such mutual fund shares, which shall be the absolute property of the Corporation." At the end of 2006 (and continuing

through 2007), Cabrini elected to close those separate accounts and transfer the account balances to its general accounts. The amounts transferred with respect to each of your client's agreements is:

Dr. Mannucci	$771,843.47
Dr. Padula	$265,962.29
Dr. Salvioni	$619,645.51
Dr. Taranta.	$1,298,724.74

Cabrini is currently determining what amounts may be owed to your clients in 2007 pursuant to the Deferred Compensation Agreements.

Thank you for your courtesy for agreeing to an extension of time to allow Cabrini to attempt to find the documents you requested.

Very truly yours,

Jay P. Warren

JPW/dlw